

<i>SERFF Tracking Number:</i>	<i>GWSE-126677504</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great-West Life & Annuity Insurance Company</i>	<i>State Tracking Number:</i>	<i>45987</i>
<i>Company Tracking Number:</i>	<i>FUTURE FUNDS II - 2010</i>		
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Future Funds II - 2010</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Great-West Life & Annuity Insurance Company

Product Name: Future Funds II - 2010

SERFF Tr Num: GWSE-126677504 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable

SERFF Status: Closed-Approved-Closed State Tr Num: 45987

Sub-TOI: A02.1G.002 Flexible Premium

Co Tr Num: FUTURE FUNDS II - 2010 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Keith Mancini, Camilia Nguyen

Disposition Date: 06/23/2010

Date Submitted: 06/18/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Colorado provides an exemption to filing for group annuity contracts, as per CO Bulletin 5-92, (March 13, 1992) "...the filing of the annual Life Insurance and Annuity Form Exemption List is no longer required."

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 06/23/2010

Explanation for Other Group Market Type:

State Status Changed: 06/23/2010

Deemer Date:

Created By: Keith Mancini

Submitted By: Keith Mancini

Corresponding Filing Tracking Number:

SERFF Tracking Number: GWSE-126677504 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987
Company Tracking Number: FUTURE FUNDS II - 2010
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Future Funds II - 2010
Project Name/Number: /

Filing Description:

New Form Filing, Great-West Life & Annuity Insurance Company
FEIN# 84-0467907
NAIC# 769-68322

RE: Group Annuity Submission:

- Group Fixed and Variable Deferred Annuity Contract,
Form Number: GFVAC 10 FFII
- Group Fixed Deferred Annuity Contract,
Form Number: GFAC 10 FFII
- Specification Page, Form Number: Specification Page 10
- Application, Form Number: GAC A 10 FFII
- Rider, Form Number: GIF 10 FFII

Dear Sir/Madam:

The above referenced forms are submitted for your review.

The attached group fixed and variable deferred annuity and group fixed only deferred annuity contracts, specification page, application and rider ("Forms") are new form submissions and do not replace any other forms. The Forms will be used for group annuity contracts funding retirement plans (401(a); 401(k) and Government 457(b)).

The following is a description of the forms to which this filing relates, and we have bracketed those elements that are being submitted as variable:

- Group Fixed and Variable Deferred Annuity Contract (GFVAC 10 FFII): GFVAC 10 FFII is a fixed and variable deferred group annuity contract that can be issued with Great-West general account products and an unregistered separate account, the FutureFunds II Series Account. No prospectus is required for this contract. The FutureFunds II Series Account is governed by the laws of Great-West's state of domicile.
- Group Fixed Deferred Annuity Contract (GFAC 10 FFII): GFAC 10 FFII is a fixed only deferred group annuity contract that is only issued with Great-West general account products.
- Specification Page (Specification Page 10): Specification Page 10 is an optional contract term document and is intended to be used with GFVAC 10 FFII and GFAC 10 FFII, if applicable. We also specifically request that Specification Page 10 be filed for use with all previously approved group annuity contracts and future group annuity contract filings.

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- Application for Group Annuity Contract (GAC A 10 FFII): GAC A 10 FFII is a group annuity contract application that is used with GFVAC 10 FFII and GFAC 10 FFII.

- Rider:

Fixed Account – Guaranteed Interest Fund (GIF 10 FFII): The Guaranteed Interest Fund is part of the Great-West general account. The GIF 10 FFII is a fixed account rider and is intended to be used with the GFVAC 10 FFII and GFAC 10 FFII. We also specifically request that GIF 10 FFII be filed for use with all previously approved group annuity contracts and future group annuity contract filings.

To the best of our knowledge, the Forms comply with the laws and regulations in your jurisdiction and do not contain any unusual or controversial items that deviate from normal company or industry standards.

The Forms will be used with the contract identified in the letter that was marketed by our group sales force, which includes regular company employees, subsidiary company employees, agents and independent brokers.

This form is exempt from filing in Colorado (according to CO Bulletin 5-92, (March 13, 1992)), our state of domicile, and will be filed in all other jurisdictions in which the Great-West is licensed to sell group annuity products, as required.

Your approval of the above referenced forms is respectfully requested.

Should you have any questions or concerns on these forms, please contact Camilia Nguyen at our toll free number, 1-800-537-2033, extension 73822.

Sincerely,

Camilia Nguyen,
Paralegal, Law Department
camilia.nguyen@gwl.com

Company and Contact

Filing Contact Information

Camilia Nguyen,
8525 E. Orchard Rd.
Ste. 2T3

camilia.nguyen@gwl.com
800-537-2033 [Phone] 73822 [Ext]
303-801-6056 [FAX]

SERFF Tracking Number: GWSE-126677504 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987
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TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Future Funds II - 2010
Project Name/Number: /

Greenwood Village, CO 80111

Filing Company Information

Great-West Life & Annuity Insurance Company CoCode: 68322 State of Domicile: Colorado
8515 E. Orchard Road Group Code: 769 Company Type:
Greenwood Village, CO 80111 Group Name: State ID Number:
(800) 537-2033 ext. 73819[Phone] FEIN Number: 84-0467907

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great-West Life & Annuity Insurance Company	\$50.00	06/18/2010	37321193
Great-West Life & Annuity Insurance Company	\$200.00	06/22/2010	37377989

SERFF Tracking Number: GWSE-126677504 State: Arkansas

Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987

Company Tracking Number: FUTURE FUNDS II - 2010

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: Future Funds II - 2010

Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/23/2010	06/23/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	06/22/2010	06/22/2010	Keith Mancini	06/22/2010	06/22/2010

Disposition

Comment:

PDF Pipeline for SERFF Tracking Number GWSE-126677504 Generated 06/23/2010 11:53 AM

SERFF Tracking Number: GWSE-126677504 State: Arkansas

Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987

Company Tracking Number: FUTURE FUNDS II - 2010

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
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Product Name: Future Funds II - 2010

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Memorandum of Variable Material		Yes
Form	Group Fixed and Variable Deferred Annuity Contract		Yes
Form	Group Fixed Deferred Annuity Contract		Yes
Form	Group Annuity Contract Specification Page		Yes
Form	Application for Group Annuity Contract		Yes
Form	Fixed Account Rider		Yes

Objection Letter

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: GWSE-126677504 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987
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TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: Future Funds II - 2010
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/22/2010
Submitted Date 06/22/2010

Dear Linda Bird,

Comments:

Response 1

Comments: Additional fee in the amount of \$200 has been submitted.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$200.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Camilia Nguyen, Keith Mancini

SERFF Tracking Number: GWSE-126677504 State: Arkansas

Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987

Company Tracking Number: FUTURE FUNDS II - 2010

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: Future Funds II - 2010

Project Name/Number: /

Form Schedule

Lead Form Number: GJVAC 10 FFII

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	GFVAC 10 FFII	Policy/Cont Group Fixed and ract/Fratern Variable Deferred al Annuity Contract Certificate	Initial		0.000	GFVAC 10 FFII 06-18-10.pdf
	GFAC 10 FFII	Policy/Cont Group Fixed ract/Fratern Deferred Annuity al Contract Certificate	Initial		0.000	GFAC 10 FFII 06-18-10.pdf
	Specification Page 10	Policy/Cont Group Annuity ract/Fratern Contract al Specification Page Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Specification Page 10 (FFII) 06-17-10.pdf
	GAC A 10 FFII	Application/ Enrollment Form	Application for Group Initial Annuity Contract		0.000	GAC A 10 FFII (Application) 6-17-10.pdf
	GIF 10 FFII	Policy/Cont Fixed Account Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	GIF 10 FFII 06-18-10.pdf

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

A Stock Company

[8515 East Orchard Road

Greenwood Village, CO 80111]


For service, call [1-800-537-2033 (extension 71234)]


Group Fixed and Variable Deferred Annuity Contract Non-Participating

PLAN SPONSOR [ABC Company]
CONTRACTHOLDER [ABC Company]
PLAN [ABC Defined Contribution Plan]
CONTRACT NUMBER [12345-01]
CONTRACT DATE [January 1, 2011]

Great-West Life & Annuity Insurance Company ("Great-West") agrees to pay annuity benefits on behalf of Participants who choose an annuity payment option under this Group Fixed and Variable Deferred Annuity Contract ("Contract"). The provisions on the following pages, together with the Application for this Contract, and other documents referenced in Section 11.2, are part of this Contract.

Signed for Great-West Life & Annuity Insurance Company and effective on the Contract Date.

[
Secretary]

[
President]

This Contract is a legal contract between Contractholder, Plan Sponsor and Great-West Life & Annuity Insurance Company. PLEASE READ THIS CONTRACT CAREFULLY.

THIS CONTRACT MAY PROVIDE PAYMENTS OR VALUES WHICH ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT BUT MAY INCREASE OR DECREASE ACCORDING TO THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT OR SEPARATE ACCOUNT.

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SECTION 1. DEFINITIONS

Accumulation Unit – an accounting measure used to determine the value of each Variable Account.

Administrative Offices – [\[8515 East Orchard Road, Greenwood Village, CO 80111.\]](#)

Alternate Payee – any spouse, former spouse, child or other dependent of a Participant or any other person recognized under applicable law who is recognized by a Qualified Domestic Relations Order as having a right to receive all or a portion of the benefit payable under a Plan with respect to such Participant.

Annuitant – the person upon whose life the payment of an annuity is based.

Annuity Commencement Date – the date annuity payments begin to an Annuitant.

Applicable Tax – the amount of tax, if any, charged by a state or other governmental authority.

Beneficiary – a person or entity named by the Participant to receive all or a portion of the Participant's account at his or her death.

Business Day – any day and during the hours on which the New York Stock Exchange is open for trading.

Code – the Internal Revenue Code of 1986, as amended from time to time, or any future United States Internal Revenue law that replaces it, including corresponding Treasury Regulations and Internal Revenue Service guidance.

Contributions – salary reduction contributions, Participant after-tax contributions, employer contributions, or other contributions made to the Plan by or on behalf of a Participant under the Code.

Deposits – rollovers, plan to plan transfers, Transfers, or other amounts, other than Contributions, paid into the Participant Account under the Plan.

Distributions – amounts paid to a Participant, Beneficiary or Alternate Payee, pursuant to the terms of the Plan and the Code.

Eligible Fund – a mutual fund or other investment portfolio in which a Variable Account's assets may be invested.

Fixed Account – an investment option, the assets of which are part of the General Account of Great-West.

Fixed Account Value – the sum of the Fixed Accounts.

[\[FutureFunds II Series Account\]](#) – a Separate Account consisting of sub-accounts called Variable Accounts.

General Account – Great-West's assets other than those held in any segregated investment account.

Great-West – Great-West Life & Annuity Insurance Company, located at the Administrative Offices.

Guaranteed Interest Rate – the minimum interest rate on an annual effective basis, if any, described on a Fixed Account or Separate Account rider.

Participant – an individual eligible to participate in the Plan, with assets in a Participant Account.

Participant Account – a separate record in the name of each Participant, Beneficiary or Alternate Payee, which reflects his or her share in the Variable Account(s), Separate Account(s), and Fixed Account(s).

Participant Account Value – the sum of the Variable Account Value, the Separate Account Value, and the Fixed Account Value credited to the Participant Account.

Participant Effective Date – the date on which the first Contribution or Deposit is credited to a Participant Account.

Payee – a person entitled to receive all or a portion of the value of the Participant Account.

Plan – the name of the plan as noted on the first page of the Contract.

Plan Sponsor – an entity maintaining the Plan on behalf of Participants, Alternate Payees and Beneficiaries. In a multiple employer plan, the Plan Sponsor shall be considered the entity maintaining the multiple employer plan on behalf of participating employers and the participating employers Participants, Alternate Payees and Beneficiaries.

Qualified Domestic Relations Order – a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive all or a portion of the benefits payable with respect to a Participant and that complies with the requirements of the Code and ERISA, if applicable, and is approved by the Plan.

Request – an inquiry or instruction in a form satisfactory to Great-West. A valid Request must be: (1) received by Great-West at its Administrative Offices in good order; and (2) submitted in accordance with the provisions of this Contract, or as required by Great-West. The Request is subject to any action taken by Great-West before the Request was processed.

Separate Account – a segregated investment account established under Colorado law by Great-West from time to time.

Separate Account Value – the value of the Separate Accounts, other than the [\[FutureFunds II Series Account\]](#).

[\[Start-Up Costs – the amounts incurred by Great-West in acquiring and implementing the plan, which may include but are not limited to restorations, commissions or other costs.\]](#)

Transfer – the reinvestment or exchange of all or a portion of the Participant Account balance from one investment option or provider under the Plan to another.

Valuation Date – a Business Day on which the net asset value or unit value of each Variable Account is determined.

Valuation Period – the period between successive Valuation Dates.

Variable Accounts – sub-accounts of the [\[FutureFunds II Series Account\]](#), each of which invests in an Eligible Fund.

Variable Account Value – the sum of the Variable Accounts.

SECTION 2. OWNERSHIP PROVISIONS

2.1 Ownership of the Contract

Contractholder is the owner of the Contract and is identified on the first page of the Contract. The Plan Sponsor and the Contractholder have certain rights and privileges as set forth under this Contract.

2.2 Ownership of the Series Account

Great-West is the owner of the assets of the [\[FutureFunds II Series Account\]](#).

2.3 Transfer and Assignment

The interests of the Contractholder and Plan Sponsor in this Contract may not be transferred, sold, assigned, pledged, charged, encumbered, or in any way alienated; however, if the Plan is consolidated or merged with another plan or if the assets and liabilities of the Plan are transferred to another plan, the Contract may be assigned to the new Plan Sponsor and/or trustee.

2.4 Trust

The Contract may be used in lieu of a trust agreement for purposes of satisfying Code sections 401(a), 401(f) and 457(g) and no portion of the amount contributed to the Contract, plus earnings thereon, may be used for or diverted to any purpose other than the exclusive benefit of Participants and their Beneficiaries prior to the satisfaction of all liabilities to them.

SECTION 3. [FutureFunds II Series Account]

3.1 [FutureFunds II Series Account]

The [FutureFunds II Series Account] is a Separate Account maintained and held apart from Great-West's General Account and any other investment account of Great-West, and is governed by the laws of Great-West's state of domicile. The [FutureFunds II Series Account] is divided into sub-accounts called Variable Accounts. Income, gains or losses, realized and unrealized, on assets in each Variable Account are credited or charged against that Variable Account without regard to income, gains or losses in Great-West's General Account or any other Separate or Variable Account. The portion of the assets of the [FutureFunds II Series Account] equal to the reserves and other liabilities of the [FutureFunds II Series Account] will not be charged with liabilities that arise from any other business conducted by Great-West.

3.2 Changes within the [FutureFunds II Series Account]

Great-West may make additional Variable Accounts available to Plan Sponsor within the [FutureFunds II Series Account]. These Variable Accounts will invest in investment portfolios suitable for the Group Annuity Contract. Great-West reserves the right to eliminate Variable Accounts, to combine two or more Variable Accounts or to substitute a new investment portfolio for the portfolio in which a Variable Account invests. Such an action may become necessary if, in Great-West's judgment, a portfolio or Variable Account no longer suits the purposes of the Group Annuity Contract. This may happen due to a change in laws or regulations, or a change in a portfolio's or account's investment objectives or restrictions, or because the portfolio or account is no longer available for investment, or for some other reason. Subject to any required regulatory approvals, Great-West reserves the right to transfer assets in the Variable Accounts to another Variable Account.

If any of the above actions result in a material change in the underlying investments of a Variable Account in which Plan Sponsor and Participants, Beneficiaries and Alternate Payees are invested, Great-West will provide at least sixty (60) calendar days written notice to Plan Sponsor of the change at Plan Sponsor's last known address on file with Great-West.

In the event Great-West initiates changes to available Variable Accounts which change investment options available under the Plan, Great-West will provide at least sixty (60) calendar days written notice to Plan Sponsor at Plan Sponsor's last known address on file with Great-West. This notice shall explain any Variable Account change(s), communicate the timeline and effective date of any account change, provide information on the fees received by Great-West, and explain Plan Sponsor's right to opt out of any Variable Account change. The absence of an objection by Plan Sponsor to such notice will be considered consent to the change(s). If Great-West is provided notice from a fund company that results in a change to the investment options available under the Plan, Great-West will provide Plan Sponsor with notice of that change as soon as administratively feasible.

If Great-West does not receive an objection from Plan Sponsor to a Great-West initiated-change, Transfers between account options as disclosed in the notice will be completed by Great-West as of the effective date of the change. Such allocation will be in effect until such time as Great-West receives a written Request for a different allocation.

If Plan Sponsor provides written objection to Great-West within the sixty (60) calendar day notice period, Great-West will not make the fund change at issue. If Plan Sponsor objects to the fund change, Great-West may terminate this Contract pursuant to Section 10.1 of this Group Annuity Contract.

SECTION 4. PARTICIPANT ACCOUNT VALUE

4.1 Fixed Account Value

The Fixed Account Value in the Participant Account is calculated as follows:

- (a) all Contributions and Deposits to a Fixed Account option made by or on behalf of the Participant, Alternate Payee and Beneficiary; plus
- (b) all interest credited to the Contractholder's assets in the Fixed Account on an annual effective basis pursuant to the Guaranteed Interest Rate applicable to the Fixed Account; less
- (c) any amounts transferred or distributed from the Fixed Account; less
- (d) any applicable charges, fees and Applicable Tax, if any.

4.2 Variable Account Value

The value of the Variable Accounts held in the Participant Account will be determined by multiplying the number of Accumulation Units for that Variable Account held in the Participant Account by the Accumulation Unit value for that Variable Account. Charges, fees and Applicable Tax, if any, may affect the Variable Account Value.

4.3 Accumulation Unit Value

The Accumulation Unit value of a Variable Account on any Valuation Date is equal to: (a) the Accumulation Unit value of that Variable Account as of the immediately preceding Valuation Date; multiplied by (b) the net investment factor for the Valuation Period ending on the Valuation Date on which the Accumulation Unit value is being determined.

The Accumulation Unit value may increase, decrease, or remain unchanged as a result of the value of the net investment factor.

4.4 Net Investment Factor

The net investment factor for a Variable Account is a calculated value that measures the investment performance of that account from one Valuation Period to the next. The net investment factor for any Valuation Period is determined by dividing (a) by (b), and then subtracting (c) from the result where:

- (a) is the net result of:
 - (i) the net asset value per share or unit value per unit of the investment portfolio share in which the account invests determined at the end of the current Valuation Period; plus
 - (ii) the per share or unit value per unit amount of any dividend (including a deduction for an investment advisory fee) or capital gains distribution made by that investment portfolio on shares held in the account if the "ex-dividend" date occurs during the current Valuation Period; and plus or minus
 - (iii) a per share or unit charge or credit for any taxes reserved for, which is determined by Great-West to have resulted from the operations of that account;
- (b) is the net asset value per share or unit value per unit of the investment portfolio share in which the sub-account invests determined at the end of the immediately preceding Valuation Period; and
- (c) is the daily variable asset charge, as amended from time to time, adjusted for the number of days in the Valuation Period.

4.5 Accumulation Unit

Contributions and Deposits received at the Administrative Offices of Great-West before the close of a Valuation Period will be allocated as requested and applied as of that date based upon the Accumulation Unit value for that Variable Account.

The number of Accumulation Units credited for each Participant, Alternate Payee and Beneficiary to a Variable Account is determined by: (a) the dollar amount allocated to that Variable Account; divided by (b) the value of the Accumulation Unit for that Variable Account for the Valuation Date on which the Contribution or Deposit is allocated to that Variable Account.

The number of Accumulation Units will not change because of a later change in the Accumulation Unit value. However, the Accumulation Unit value will vary to reflect the investment experience of the Variable Account.

4.6 Separate Account Value

The value of any Separate Account, other than the Variable Accounts in the [\[FutureFunds II Series Account\]](#), is described in the applicable Separate Account rider attached hereto.

4.7 Transaction Date

All Requests, Contributions and Deposits received in good order with all required documentation at Great-West's Administrative Offices prior to the close of business of the New York Stock Exchange will be processed as of the date received, and if received after the close of business of the New York Stock Exchange will be processed on the next Business Day. However, Great-West shall not be liable for the results of any delay or interruption due to causes or conditions beyond its control including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, failure of power, fire or other casualty, natural disasters or disruptions in orderly trading on any relevant exchange or market, including disruptions due to extraordinary market volume that result in substantial delay in receipt of correct data.

SECTION 5. CONTRIBUTIONS AND DEPOSITS TO PARTICIPANT ACCOUNTS

5.1 Contributions

Prior to the termination of the contract and unless otherwise described in a Fixed or Separate Account rider(s), if any, Contributions may be made at any time, pursuant to the terms of the Plan.

Great-West shall not be responsible for determining the amount of Contributions to be made for any Participant. The Contribution amounts will be allocated to Participant Accounts pursuant to the accompanying Contribution report. The Contribution report must be submitted in a manner acceptable to Great-West and shall be conclusive and binding on the Plan and on any person or entity claiming an interest under the Contract. When the Contribution report does not coincide with the Contribution received and the inconsistency is not resolved within a period of time required under the law, Great-West may return the Contribution.

Great-West's prior approval may be required before a Contribution may be made that causes a Participant Account Value to exceed \$1,000,000.

5.2 Limitations on Salary Reduction Contributions

Each Participant's salary reduction Contributions, if any, must satisfy any limitations imposed by the Plan or the Code.

5.3 Deposits to Participant Accounts

Deposits will be accepted insofar as they are permitted under the terms of the Plan and applicable Code requirements.

5.4 Allocation of Contributions and Deposits

Contributions and Deposits, less Applicable Tax, if any, will be allocated in the Participant Account when received by Great-West at its Administrative Offices, subject to Section 4.7 of this Contract.

Contributions and Deposits will be allocated as directed by the Participant among any number of currently offered Variable Account, Separate Account and Fixed Account options available under the Contract. If the offered Variable Account, Separate Account or Fixed Account options are changed, Contributions and Deposits may be redirected and the account balance may be reallocated subject to the terms of the accounts selected.

SECTION 6. CONTRACT CHARGES AND FEES

6.1 Contract Maintenance Charge

An annual contract maintenance charge may apply. However, if the Participant Effective Date is after January 1, the initial contract maintenance charge for that Participant Account will apply during the calendar quarter after the Participant's one-year anniversary (calculated from the Participant Effective Date) and will be pro-rated for the remainder of the year.

The deduction of the contract maintenance charge will be pro-rated among the applicable Variable Account Value, Separate Account Value and/or Fixed Account Value on the date of deduction. Whenever a deduction for a contract maintenance charge is made from a Variable Account, Great-West will cancel Accumulation Units having a total value equal to the amount of the deduction. Whenever a deduction for a contract maintenance charge is made from a Separate Account or Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.】

6.1 Participant Account Charge

An annual Participant Account Charge may apply.

The deduction of the Participant Account Charge will be pro-rated among the applicable Variable Account Value, Separate Account Value and/or Fixed Account Value on the date of deduction. Whenever a deduction for a Participant Account Charge is made from a Variable Account, Great-West will cancel Accumulation Units having a total value equal to the amount of the deduction. Whenever a deduction for a Participant Account Charge is made from a Separate Account or Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.】

6.2 Variable Asset Charge

Great-West may deduct an annual variable asset charge from the Variable Account Value. One three hundred sixty-fifth of the per annum charge shall be deducted daily.

6.3 Contract Termination Charge

Upon termination of the Contract by Plan Sponsor, a contract termination charge based upon [a percentage of the original Start-Up Costs】[a percentage of total plan assets] may apply.

6.4 Fees Imposed by Investment Option Provider

Any and all fees imposed by the provider of any investment option offered by the Plan and invested in by the Participant, Alternate Payee and Beneficiary, including but not limited to redemption fees, shall be deducted from the Participant Account Value.

6.5 Service Charges and Fees

Great-West and Plan Sponsor may enter into an agreement for services to the Plan not otherwise provided under this Contract. Charges and fees for these services will be described in the agreement.

6.6 Payment of Charges and Fees

With the exception of the variable asset charge and any fees imposed by the providers of any investment option, all charges and fees may be billed directly to Plan Sponsor. If Plan Sponsor does not elect to have such charges and fees billed to Plan Sponsor, such charges and fees shall be deducted from the Participant Account Value.

In all instances where Plan Sponsor has elected to be billed for any fees and charges and any of the fees or charges are unpaid after the date billed, as disclosed in and pursuant to the procedures in the fee disclosure and/or service agreement for the Plan, Plan Sponsor and Contractholder hereby instructs Great-West to debit Participant Accounts. Great-West may continue to deduct charges and fees quarterly from Participant Accounts unless and until Plan Sponsor provides Great-West with written instructions to reinitiate billing.

[Great-West may change any charges and fees upon not fewer than 30 days advance written notice to Plan Sponsor.]

SECTION 7. PARTICIPANT-, ALTERNATE PAYEE-, AND BENEFICIARY-DIRECTED TRANSFERS AMONG INVESTMENT OPTIONS OFFERED BY THE PLAN

Upon receipt of a satisfactory Request meeting all of the requirements of this section, Great-West will process a single-sum Transfer of all or a portion of a Participant Account in the Plan. Transfers must:

- (a) satisfy the terms of the Plan in accordance with the appropriate provisions of the Code; and
- (b) satisfy any restrictions in the attached Fixed Account and/or Separate Account rider(s), if any, and any trading restrictions imposed by the investment option provider, including but not limited to mutual fund restrictions on market timing or excessive trading.

SECTION 8. DISTRIBUTIONS FROM PARTICIPANT ACCOUNTS

8.1 Distribution Requirements

Notwithstanding any provision herein to the contrary, Distributions to a Payee may only be made in accordance with the terms of the Plan and applicable Code sections and any terms of the Fixed and Separate Account rider(s), if any, and will be tax reported under the applicable rules in effect on the date of Distribution. Great-West will rely on information provided by Plan Sponsor or its designee with respect to the timing and amount of any benefit payable to a Payee under this Contract. Great-West will not process any Distributions to a Payee without Plan Sponsor or its designee instructions.

8.2 Rollovers

If the Payee of an eligible rollover Distribution elects to have the Distribution paid directly to a specified eligible retirement plan, as defined in Code section 402(c)(8)(B), then the Distribution will be paid to that eligible retirement plan in a direct rollover. If the Plan provides for mandatory Distributions under Section 401(a)(31)(B) of the Code, such Distributions shall be sent to the IRA provider selected by Plan Sponsor pursuant to the Plan Sponsor's or its designee's instructions.

8.3 Establishment of Alternate Payee Account

A Request in connection with a Qualified Domestic Relations Order (QDRO) must be approved by Plan Sponsor, except as otherwise agreed. Great-West will make payment to the Alternate Payee and/or establish a Participant Account on behalf of the Alternate Payee named in such order. The Alternate Payee shall be treated as a surviving spouse for purposes of Code section 401(a)(9) and shall be responsible for submitting a Request to begin Distributions in accordance with the Code.

8.4 Required Minimum Distributions during the Participant's Lifetime

Participants are required by the Code to begin receiving required minimum Distributions as of their required beginning date, which is April 1 of the calendar year following the later of: (a) attainment of age 70½; or (b) retirement, or such other date as may be prescribed in the Code. Required minimum Distributions made under this Contract will only be made in a manner consistent with Code section 401(a)(9). It is the Participant's or Plan Sponsor's responsibility to Request payments in accordance with the minimum distribution requirements. Great-West is not responsible for any penalties resulting from a failure to Request timely payments in the proper amount.

8.5 Distributions after the Participant's Death

If the Participant dies, the amount payable on death will be the Participant Account Value net of any outstanding loan balance. Distributions to Beneficiaries must begin on or before the designated Beneficiary's required beginning date in a manner and amount consistent with Code section 401(a)(9) as it is in effect at the time of the Distribution.

It is the Beneficiary's responsibility to Request payments and to pay any penalties resulting from a failure to Request timely payments in the proper amount. A Beneficiary may not receive more than the Participant Account Value.

8.6 Plan-to-Plan Transfers

A Participant or Beneficiary may direct that all or a portion of the Participant Account Value be transferred in a single sum to a contract under another Plan Sponsor's plan. Such transfers will be permitted provided:

- (a) Both the transferor and transferee plan provide for such transfers, and the transfer satisfies the terms of the Plan and applicable provisions of the Code;

- (b) In the case of a transfer for a Participant, the Participant is an employee or former employee of the Plan Sponsor (or the business of the Plan Sponsor) for the receiving plan;
- (c) In the case of a transfer for a Beneficiary, the Participant was an employee or former employee of the Plan Sponsor (or the business of the Plan Sponsor) for the receiving plan;
- (d) Great-West receives a satisfactory Request for such transfer; and
- (e) The restrictions, if any, contained in the attached Fixed Account and/or Separate Account rider(s), if any, allow such transfer.

[8.7 Transfers from a Governmental Plan for the Purchase of Permissive Service Credits

If the Plan so provides, a Participant may direct that all or a portion of the Participant Account Value be transferred in a single sum to a qualified defined benefit plan that is a governmental plan (as defined in Code section 414(d)). Such transfers will be permitted provided:

- (a) The transfer satisfies the terms of the Plan in accordance with the appropriate provisions of the Code;
- (b) Great-West receives a satisfactory Request for such transfer; and
- (c) The restrictions, if any, contained in the attached Fixed Account and/or Separate Account rider(s) allow such transfer.]

SECTION 9. PAYMENT OPTIONS

9.1 Requests for Distributions to a Participant, Beneficiary or Alternate Payee

As long as the Participant Account Value is greater than zero and as allowed by the Plan and Code, a Request may be made to:

- (a) Elect an annuity payment option, provided such Request is made at least 30 days before the Annuity Commencement Date;
- (b) Elect a non-annuity payment option and designate the date payment shall commence; or
- (c) Change from one payment option to a different payment option, if allowed under the terms of the payment option selected.

9.2 Conditions of Payment

Approved Distributions shall be effective on the later of: (a) the date elected subject to any restrictions of the Plan and Code and any Fixed or Separate Account rider(s), if any; or (b) the date of the Request.

9.3 Total or Partial Lump Sum Payment Option

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to a lump sum payment option selected by the Payee.

Subject to the provisions of any attached Fixed Account and/or Separate Account rider(s), if any, the amount to be distributed is: (i) the amount requested as a lump sum; less (ii) the Applicable Tax, if any, as of the date of the amount distributed, and (iii) any applicable fees and charges.

9.4 Periodic Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to a periodic payment option selected by the Payee, subject to any restrictions in a Fixed or Separate Account rider(s), if any. Charges and fees will continue to apply. An Applicable Tax, if any, may apply. Periodic payment elections are subject to the administrative procedures of Great-West in effect at the time of the election and the periodic payment options Great-West makes available at the time of Distribution.

If a Participant is receiving periodic payments, such payments will cease as of receipt by Great-West of notice of the Participant's death. The deceased Participant's Beneficiary may then elect a payment option under this Section 9 meeting all the requirements of Code section 401(a)(9).

9.5 Annuity Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to an annuity payment option selected by the Payee, so long as the requirements of Code section 401(a)(9) are met. Thereafter, this Contract shall no longer be applicable with respect to amounts in the annuity payment option.

The amount to be applied to an annuity payment option is: (i) the portion of the Participant Account Value elected by Payee subject to any restrictions in a Fixed or Separate Account rider(s), if any, less (ii) Applicable Tax, if any, less (iii) any fees and charges described in the Contract.

The minimum amount that may be applied under the elected annuity option is \$[5,000]. If any payments to be made under the elected annuity payment option will be less than \$[50], Great-West may make the payments in the most frequent interval that produces a payment of at least \$[50].

Great-West will issue a certificate to each Annuitant describing the benefits payable under the elected annuity payment option.

9.6 Election of Annuity Options

An Annuitant is required to elect an annuity payment option. The Annuitant must Request an annuity payment option or change an annuity payment option no later than 30 days prior to the Annuity Commencement Date.

To the extent available under the Plan, the available annuity payment options are:

Income for Single Life Only

Income for Single Life with Guaranteed Period

Income for Joint Life Only

Income for Joint Life with Guaranteed Period

Income for a Specific Period

Any other form of annuity payment permitted under the Plan, if acceptable to Great-West.

The annuity option that will always be available is the Income for Single Life Only Annuity. If this annuity option is elected, Great-West will make payments to the Annuitant at a frequency specified in the annuity certificate for the duration of the Annuitant's lifetime. Payments will cease pursuant to the terms of the certificate.

Minimum Monthly Payment for Each \$1,000 of Participant Account Value
Applied to Purchase a Lifetime Monthly Annuity

<u>Age of Payee</u>	<u>Lifetime Monthly Payment</u>
50	\$4.00
55	4.28
60	4.66
65	5.20
70	5.98
75	7.16

9.7 Misstatement of Age or Death

Great-West may require adequate proof of the age and death of any Payee before processing a Request for or making any payment. If the age of the Payee has been misstated, the payments established for him/her under the applicable payment option will be made on the basis of his/her correct age.

If payments made pursuant to an annuity payment option were too large because of a misstatement of age, Great-West may deduct the difference from the next payment or payments with interest. If payments were too small, Great-West may add the difference to the next payment with interest. Any interest payable will be made at the rate required by law.

SECTION 10. CONTRACT TERMINATION

10.1 Notice of Contract Termination and Selection of Termination Option(s)

Either Great-West or Plan Sponsor may terminate this Contract with advance written notice to the other party or parties. The contract termination date shall be the [seventy-fifth (75th)] day after the date written notice is received in the Administrative Offices in good order. If the [seventy-fifth (75th)] day is not a Business Day, the contract termination date shall be the Business Day immediately following the [seventy-fifth (75th)] day. Prior to the contract termination date, Great-West and Plan Sponsor may agree to an alternate contract termination date. Contract termination may not occur on the date selected by Plan Sponsor unless Great-West has received all required information. In such event, Great-West shall maintain Participant Account Values until Great-West receives all required information in good order.

10.2 Contract Termination Provisions

Plan Sponsor shall direct Great-West to pay the Participant Account Values as described below.

Variable Accounts: Upon Request, Great-West will remit the Variable Account Value at market value pursuant to Plan Sponsor's instructions within seven (7) days after the contract termination date.

Separate Account(s): Plan Sponsor shall select one of the contract termination options described in the Separate Account rider(s). Great-West will remit the Separate Account Value pursuant to the contract termination option selected.

Fixed Account(s): Great-West will remit the Fixed Account Value pursuant to the Fixed Account rider(s) contract termination option selected.

Plan Sponsor and Contractholder hereby instructs Great-West to deduct any outstanding charges and fees, including the contract termination charge, if applicable, due to Great-West from the amount remitted from any of the Fixed, Separate or Variable Accounts.

10.3 Contract Termination due to Plan Termination

If Plan Sponsor terminates the Plan, it shall notify Great-West of such Plan Termination and that final Contributions have been remitted to Great-West. Upon notice of Contract Termination Due to Plan Termination, Plan Sponsor agrees to provide any and all information and instructions Great-West requires to properly comply with Plan Sponsor's notification of Plan Termination and subject to the provisions of the Fixed or Separate Account rider(s), if any.

Plan Sponsor acknowledges that the amount distributed from the Contract upon Plan Termination shall be equal to the balance of each Participant Account as reflected in the records of Great-West on the date of Distribution subject to the provisions in the Fixed and Separate Account rider(s), if any, less all outstanding charges or fees, including an applicable contract termination charge, and reduced by any required income tax withholding or other applicable fees due upon Distribution.

Plan Sponsor shall file any and all required Forms 5500.

If the Plan is abandoned, orphaned or if Plan Sponsor cannot be located or Plan Sponsor fails to provide appropriate representations and instructions to Great-West in connection with termination of the Plan, Great-West is authorized to accept notices, representations and instructions from the Plan administrator or trustee, the bankruptcy trustee for Plan Sponsor, the U.S. Department of Labor, if applicable, or an authorized and appropriate representative of Plan Sponsor. Great-West may also utilize any procedures promulgated by the U.S. Department of Labor, if applicable, or other applicable regulatory agencies for abandoned or orphaned plans including the facilitation of Distributions to Payees performed by a Qualified Termination Administrator, as that term is defined under Federal law and regulations promulgated thereunder, or comparable person as allowed by applicable law.

SECTION 11. GENERAL PROVISIONS

11.1 Contract

Great-West has issued this Contract to Plan Sponsor and Contractholder in consideration of the Application and payment of the initial Contribution or Deposit.

11.2 Entire Contract

This Contract, including the Application, amendments, endorsements, letter agreements, specification page, if any, and Fixed and Separate Account or other rider(s), if any, constitute the entire contract between Plan Sponsor and Great-West.

All statements in the Application, in the absence of fraud, have been accepted as representations and not warranties. Only the President, Vice-President, or the Secretary of Great-West, or their authorized designees, can agree on behalf of Great-West to modify any provisions of this Contract.

One or more provisions of this Contract may be clarified by letter agreement, amendment, or other writing executed by both Great-West and Plan Sponsor.

11.3 Contract Modification

Great-West may modify this Contract from time to time to conform it to changes in tax or other law, including applicable regulations and rulings, without consent of Plan Sponsor or any other person. Great-West will provide notice and a copy of any such modification to Plan Sponsor as soon as reasonably practicable.

Plan Sponsor and Great-West may, by written agreement, make other modifications to this Contract, subject to the approval of the appropriate state department of insurance, if applicable. No such modification will, without the written consent of Plan Sponsor, affect the terms, provisions, or conditions of this Contract, which are or may be applicable to Contributions or Deposits made prior to the date of such modification.

11.4 Modification of Fixed Account Options

Great-West may offer new or cease offering existing Fixed Account options, or make other changes to the Fixed Account options as Great-West deems necessary, and subject to the approval of the state insurance department, if applicable. If Great-West changes material provisions of its Fixed Account options, Great-West will provide at least sixty (60) calendar days written notice to the Plan Sponsor. This notice shall explain any Fixed Account change(s), communicate the timeline and effective date of any Fixed Account change and explain Plan Sponsor's right to opt out of any Fixed Account change. Plan Sponsor's absence of an objection to such notice will be considered consent to the change(s).

If Great-West replaces Fixed Account options and does not receive an objection from the Plan Sponsor, Transfers between account options as disclosed in the notice will be completed by Great-West as of the effective date of the change. Such allocation will be in effect until such time as Great-West receives a written Request for a different allocation.

If Plan Sponsor provides written objection to Great-West within the sixty (60) calendar day notice period, Great-West will not make the Fixed Account change at issue. If Plan Sponsor objects to the Fixed Account change, Great-West may terminate this Contract by providing written notice pursuant to Section 10.1 of this Contract.

11.5 Restorations

Great-West may agree to restore any back-end load charges, market value adjustments, or other investment charges deducted from plan assets under a prior investment option.

11.6 Plan Provisions

In all cases, the plan document shall determine (subject to the Code) the specific features of the Plan, which may include the availability of certain types of investment options, Distributions, loans, and other features allowed but not mandated by the Code. Any provision of this Contract which deals with a feature not included in the Plan shall not apply.

11.7 Non-Participating

This Contract is Non-Participating, meaning that it is not eligible to share in Great-West's divisible surplus.

11.8 Currency and Contributions and Deposits

All amounts to be paid to or by Great-West must be in currency of the United States of America. All Contributions and Deposits to this Contract must be made payable to Great-West or to a designee acceptable to Great-West.

11.9 Notices

Any notice or demand by Great-West to or upon Plan Sponsor or any Payee may be given by mailing it to that person's last known address as stated in Great-West's file via the United States Postal Service or last known email address or facsimile number on file.

An application, report, Request, election, direction, notice or demand by Plan Sponsor or a Payee will be made in a form satisfactory to Great-West. When Great-West requires it, Plan Sponsor will obtain the signature of the Payee on forms provided by Great-West. Great-West must first approve any written materials developed by any other person describing this Contract.

11.10 Disclaimer

Nothing contained in this Contract shall be construed to be tax or legal advice, and Great-West assumes no responsibility or liability for any costs, including but not limited to taxes, penalties or interest incurred by the Plan, Plan Sponsor or any other Payee arising out of a determination of liability. Great-West shall not be held liable for the negligence, willful misconduct, or failure to perform of any third party.

11.11 Representations

Great-West shall be entitled to rely and act solely on the reports, directions, proofs, notices, elections, and other information furnished to it by Contractholder, Plan Sponsor, Participant, Alternate Payees, Beneficiaries or their respective agent, and such acts shall be conclusive and binding as to all persons or corporations claiming an interest hereunder.

11.12 Non-Waiver

The waiver by Great-West of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach.

11.13 Information

Plan Sponsor shall furnish all information that Great-West may reasonably require for the administration of this Contract. Great-West shall not be responsible for any obligation under this Contract until it receives all requested information in a form acceptable to Great-West.

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

A Stock Company

[8515 East Orchard Road

Greenwood Village, CO 80111]

For service, call [1-800-537-2033 (extension 71234)]


Group Fixed Deferred Annuity Contract


Non-Participating

PLAN SPONSOR [ABC Company]
CONTRACTHOLDER [ABC Company]
PLAN [ABC Defined Contribution Plan]
CONTRACT NUMBER [12345-01]
CONTRACT DATE [January 1, 2011]

Great-West Life & Annuity Insurance Company ("Great-West") agrees to pay annuity benefits on behalf of Participants who choose an annuity payment option under this Group Fixed Deferred Annuity Contract ("Contract"). The provisions on the following pages, together with the Application for this Contract, and other documents referenced in Section 10.2, are part of this Contract.

Signed for Great-West Life & Annuity Insurance Company and effective on the Contract Date.

[
Secretary]

[
President]

This Contract is a legal contract between Contractholder, Plan Sponsor and Great-West Life & Annuity Insurance Company. PLEASE READ THIS CONTRACT CAREFULLY.

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SECTION 1. DEFINITIONS

Administrative Offices – [\[8515 East Orchard Road, Greenwood Village, CO 80111.\]](#)

Alternate Payee – any spouse, former spouse, child or other dependent of a Participant or any other person recognized under applicable law who is recognized by a Qualified Domestic Relations Order as having a right to receive all or a portion of the benefit payable under a Plan with respect to such Participant.

Annuitant – the person upon whose life the payment of an annuity is based.

Annuity Commencement Date – the date annuity payments begin to an Annuitant.

Applicable Tax – the amount of tax, if any, charged by a state or other governmental authority.

Beneficiary – a person or entity named by the Participant to receive all or a portion of the Participant's account at his or her death.

Business Day – any day and during the hours on which the New York Stock Exchange is open for trading.

Code – the Internal Revenue Code of 1986, as amended from time to time, or any future United States Internal Revenue law that replaces it, including corresponding Treasury Regulations and Internal Revenue Service guidance.

Contributions – salary reduction contributions, Participant after-tax contributions, employer contributions, or other contributions made to the Plan by or on behalf of a Participant under the Code.

Deposits – rollovers, plan to plan transfers, Transfers, or other amounts, other than Contributions, paid into the Participant Account under the Plan.

Distributions – amounts paid to a Participant, Beneficiary or Alternate Payee, pursuant to the terms of the Plan and the Code.

Fixed Account – an investment option, the assets of which are part of the General Account of Great-West.

Fixed Account Value – the sum of the Fixed Accounts.

General Account – Great-West's assets other than those held in any segregated investment account.

Great-West – Great-West Life & Annuity Insurance Company, located at the Administrative Offices.

Guaranteed Interest Rate – the minimum interest rate on an annual effective basis, if any, described on a Fixed Account rider(s).

Participant – an individual eligible to participate in the Plan with assets in a Participant Account.

Participant Account – a separate record in the name of each Participant, Beneficiary or Alternate Payee, which reflects his or her share in the Fixed Account(s).

Participant Account Value – the sum of the Fixed Account Value credited to the Participant Account.

Participant Effective Date – the date on which the first Contribution or Deposit is credited to a Participant Account.

Payee – a person entitled to receive all or a portion of the value of the Participant Account.

Plan – The name of the plan as noted on the first page of the Contract.

Plan Sponsor – an entity maintaining the Plan on behalf of Participants, Alternate Payees and Beneficiaries. In a multiple employer plan, the Plan Sponsor shall be considered the entity maintaining the multiple employer plan on behalf of participating employers and the participating employers Participants, Alternate Payees and Beneficiaries.

Qualified Domestic Relations Order – a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to receive all or a portion of the benefits payable with respect to a Participant and that complies with the requirements of the Code and ERISA, if applicable, and is approved by the Plan.

Request – an inquiry or instruction in a form satisfactory to Great-West. A valid Request must be: (1) received by Great-West at its Administrative Offices in good order; and (2) submitted in accordance with the provisions of this Contract, or as required by Great-West. The Request is subject to any action taken by Great-West before the Request was processed.

[Start-Up Costs – the amounts incurred by Great-West in acquiring and implementing the plan, which may include but are not limited to restorations, commissions or other costs.]

Transfer – the reinvestment or exchange of all or a portion of the Participant Account balance from one investment option or provider under the Plan to another.

SECTION 2. OWNERSHIP PROVISIONS

2.1 Ownership of the Contract

Contractholder is the owner of the Contract and is identified on the first page of the Contract. Plan Sponsor and Contractholder have certain rights and privileges as set forth under this Contract.

2.2 Transfer and Assignment

The interests of the Contractholder and Plan Sponsor in this Contract may not be transferred, sold, assigned, pledged, charged, encumbered, or in any way alienated; however, if the Plan is consolidated or merged with another plan or if the assets and liabilities of the Plan are transferred to another plan, the Contract may be assigned to the new Plan Sponsor and/or trustee.

2.3 Trust

The Contract may be used in lieu of a trust agreement for purposes of satisfying Code sections 401(a), 401(f) and 457(g) and no portion of the amount contributed to the Contract, plus earnings thereon, may be used for or diverted to any purpose other than the exclusive benefit of Participants and their Beneficiaries prior to the satisfaction of all liabilities to them.

SECTION 3. PARTICIPANT ACCOUNT VALUE

3.1 Fixed Account Value

The Fixed Account Value in the Participant Account is calculated as follows:

- (a) all Contributions and Deposits to a Fixed Account option made by or on behalf of the Participant, Alternate Payee and Beneficiary; plus
- (b) all interest credited to the Contractholder's assets in the Fixed Account on an annual effective basis pursuant to the Guaranteed Interest Rate applicable to the Fixed Account; less
- (c) any amounts transferred or distributed from the Fixed Account; less
- (d) any applicable charges, fees and Applicable Tax, if any.

3.2 Transaction Date

All Requests, Contributions and Deposits received in good order with all required documentation at Great-West's Administrative Offices prior to the close of business of the New York Stock Exchange will be processed as of the date received, and if received after the close of business of the New York Stock Exchange will be processed on the next Business Day. However, Great-West shall not be liable for the results of any delay or interruption due to causes or conditions beyond its control including, without limitation, labor disputes, riots, war and war-like operations including acts of terrorism, epidemics, explosions, sabotage, acts of God, failure of power, fire or other casualty, natural disasters or disruptions in orderly trading on any relevant exchange or market, including disruptions due to extraordinary market volume that result in substantial delay in receipt of correct data.

SECTION 4. CONTRIBUTIONS AND DEPOSITS TO PARTICIPANT ACCOUNTS

4.1 Contributions

Prior to the termination of the contract and unless otherwise described in a Fixed Account rider(s), Contributions may be made at any time, pursuant to the terms of the Plan.

Great-West shall not be responsible for determining the amount of Contributions to be made for any Participant. The Contribution amounts will be allocated to Participant Accounts pursuant to the accompanying Contribution report. The Contribution report must be submitted in a manner acceptable to Great-West and shall be conclusive and binding on the Plan and on any person or entity claiming an interest under the Contract. When the Contribution report does not coincide with the Contribution received and the inconsistency is not resolved within a period of time required under the law, Great-West may return the Contribution.

Great-West's prior approval may be required before a Contribution may be made that causes a Participant Account Value to exceed \$1,000,000.

4.2 Limitations on Salary Reduction Contributions

Each Participant's salary reduction Contributions, if any, must satisfy any limitations imposed by the Plan or the Code.

4.3 Deposits to Participant Accounts

Deposits will be accepted insofar as they are permitted under the terms of the Plan and applicable Code requirements.

4.4 Allocation of Contributions and Deposits

Contributions and Deposits, less Applicable Tax, if any, will be allocated in the Participant Account when received by Great-West at its Administrative Offices, subject to Section 3.2 of this Contract.

Contributions and Deposits will be allocated as directed by the Participant among any number of currently offered Fixed Account options available under the Contract. If the offered Fixed Account options are changed, Contributions and Deposits may be redirected and the account balance may be reallocated subject to the terms of the accounts selected.

SECTION 5. CONTRACT CHARGES AND FEES

[5.1 Contract Maintenance Charge]

An annual contract maintenance charge may apply. However, if the Participant Effective Date is after January 1, the initial contract maintenance charge for that Participant Account will apply during the calendar quarter after the Participant's one-year anniversary (calculated from the Participant Effective Date) and will be pro-rated for the remainder of the year.

The deduction of the contract maintenance charge will be pro-rated among the applicable Fixed Account Value on the date of deduction. Whenever a deduction for a contract maintenance charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.】

[5.1 Participant Account Charge]

An annual Participant Account Charge may apply.

The deduction of the Participant Account Charge will be pro-rated Fixed Account Value on the date of deduction. Whenever a deduction for a Participant Account Charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.】

5.2 Contract Termination Charge

Upon termination of the Contract by Plan Sponsor, a contract termination charge based upon [a percentage of the original Start-Up Costs】[a percentage of total plan assets] may apply.

5.3 Fees Imposed by Investment Option Provider

Any and all fees imposed by the provider of any investment option offered by the Plan and invested in by the Participant, Alternate Payee and Beneficiary, including but not limited to redemption fees, shall be deducted from the Participant Account Value.

5.4 Service Charges and Fees

Great-West and Plan Sponsor may enter into an agreement for services to the Plan not otherwise provided under this Contract. Charges and fees for these services will be described in the agreement.

5.5 Payment of Charges and Fees

Any fees imposed by the providers of any investment option, all charges and fees may be billed directly to Plan Sponsor. If Plan Sponsor does not elect to have such charges and fees billed to Plan Sponsor, such charges and fees shall be deducted from the Participant Account Value.

In all instances where Plan Sponsor has elected to be billed for any fees and charges and any of the fees or charges are unpaid after the date billed, as disclosed in and pursuant to the procedures in the fee disclosure and/or service agreement for the Plan, Plan Sponsor and Contractholder hereby instructs Great-West to debit Participant Accounts. Great-West may continue to deduct charges and fees quarterly from Participant Accounts unless and until Plan Sponsor provides Great-West with written instructions to reinitiate billing.

[Great-West may change any charges and fees upon not fewer than 30 days advance written notice to Plan Sponsor.]

SECTION 6. PARTICIPANT-, ALTERNATE PAYEE-, AND BENEFICIARY-DIRECTED TRANSFERS AMONG INVESTMENT OPTIONS OFFERED BY THE PLAN

Upon receipt of a satisfactory Request meeting all of the requirements of this section, Great-West will process a single-sum Transfer of all or a portion of a Participant Account in the Plan. Transfers must:

- (a) satisfy the terms of the Plan in accordance with the appropriate provisions of the Code; and
- (b) satisfy any restrictions in the attached Fixed Account rider(s), and any trading restrictions imposed by the investment option provider, including but not limited to mutual fund restrictions on market timing or excessive trading.

SECTION 7. DISTRIBUTIONS FROM PARTICIPANT ACCOUNTS

7.1 Distribution Requirements

Notwithstanding any provision herein to the contrary, Distributions to a Payee may only be made in accordance with the terms of the Plan and applicable Code sections and any terms of the Fixed Account rider(s), and will be tax reported under the applicable rules in effect on the date of Distribution. Great-West will rely on information provided by Plan Sponsor or its designee with respect to the timing and amount of any benefit payable to a Payee under this Contract. Great-West will not process any Distributions to a Payee without Plan Sponsor or its designee instructions.

7.2 Rollovers

If the Payee of an eligible rollover Distribution elects to have the Distribution paid directly to a specified eligible retirement plan, as defined in Code section 402(c)(8)(B), then the Distribution will be paid to that eligible retirement plan in a direct rollover. If the Plan provides for mandatory Distributions under Section 401(a)(31)(B) of the Code, such Distributions shall be sent to the IRA provider selected by Plan Sponsor pursuant to the Plan Sponsor's or its designee's instructions.

7.3 Establishment of Alternate Payee Account

A Request in connection with a Qualified Domestic Relations Order (QDRO) must be approved by Plan Sponsor, except as otherwise agreed. Great-West will make payment to the Alternate Payee and/or establish a Participant Account on behalf of the Alternate Payee named in such order. The Alternate Payee shall be treated as a surviving spouse for purposes of Code section 401(a)(9) and shall be responsible for submitting a Request to begin Distributions in accordance with the Code.

7.4 Required Minimum Distributions during the Participant's Lifetime

Participants are required by the Code to begin receiving required minimum Distributions as of their required beginning date, which is April 1 of the calendar year following the later of: (a) attainment of age 70½; or (b) retirement, or such other date as may be prescribed in the Code. Required minimum Distributions made under this Contract will only be made in a manner consistent with Code section 401(a)(9). It is the Participant's or Plan Sponsor's responsibility to Request payments in accordance with the minimum distribution requirements. Great-West is not responsible for any penalties resulting from a failure to Request timely payments in the proper amount.

7.5 Distributions after the Participant's Death

If the Participant dies, the amount payable on death will be the Participant Account Value net of any outstanding loan balance. Distributions to Beneficiaries must begin on or before the designated Beneficiary's required beginning date in a manner and amount consistent with Code section 401(a)(9) as it is in effect at the time of the Distribution.

It is the Beneficiary's responsibility to Request payments and to pay any penalties resulting from a failure to Request timely payments in the proper amount. A Beneficiary may not receive more than the Participant Account Value.

7.6 Plan-to-Plan Transfers

A Participant or Beneficiary may direct that all or a portion of the Participant Account Value be transferred in a single sum to a contract under another Plan Sponsor's plan. Such transfers will be permitted provided:

- (a) Both the transferor and transferee plan provide for such transfers, and the transfer satisfies the terms of the Plan and applicable provisions of the Code;

- (b) In the case of a transfer for a Participant, the Participant is an employee or former employee of the Plan Sponsor (or the business of the Plan Sponsor) for the receiving plan;
- (c) In the case of a transfer for a Beneficiary, the Participant was an employee or former employee of the Plan Sponsor (or the business of the Plan Sponsor) for the receiving plan;
- (d) Great-West receives a satisfactory Request for such transfer; and
- (e) The restrictions, if any, contained in the attached Fixed Account rider(s), if any, allow such transfer.

[7.7 Transfers from a Governmental Plan for the Purchase of Permissive Service Credits]

If the Plan so provides, a Participant may direct that all or a portion of the Participant Account Value be transferred in a single sum to a qualified defined benefit plan that is a governmental plan (as defined in Code section 414(d)). Such transfers will be permitted provided:

- (a) The transfer satisfies the terms of the Plan in accordance with the appropriate provisions of the Code;
- (b) Great-West receives a satisfactory Request for such transfer; and
- (c) The restrictions, if any, contained in the attached Fixed Account rider(s) allow such transfer.]

SECTION 8. PAYMENT OPTIONS

8.1 Requests for Distributions to a Participant, Beneficiary or Alternate Payee

As long as the Participant Account Value is greater than zero and as allowed by the Plan and Code, a Request may be made to:

- (a) Elect an annuity payment option, provided such Request is made at least 30 days before the Annuity Commencement Date;
- (b) Elect a non-annuity payment option and designate the date payment shall commence; or
- (c) Change from one payment option to a different payment option, if allowed under the terms of the payment option selected.

8.2 Conditions of Payment

Approved Distributions shall be effective on the later of: (a) the date elected subject to any restrictions of the Plan and Code and any Fixed Account rider(s); or (b) the date of the Request.

8.3 Total or Partial Lump Sum Payment Option

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to a lump sum payment option selected by the Payee.

Subject to the provisions of any attached Fixed Account rider(s), the amount to be distributed is: (i) the amount requested as a lump sum; less (ii) the Applicable Tax, if any, as of the date of the amount distributed, and (iii) any applicable fees and charges.

8.4 Periodic Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to a periodic payment option selected by the Payee, subject to any restrictions in a Fixed Account rider(s). Charges and fees will continue to apply. An Applicable Tax, if any, may apply. Periodic payment elections are subject to the administrative procedures of Great-West in effect at the time of the election and the periodic payment options Great-West makes available at the time of Distribution.

If a Participant is receiving periodic payments, such payments will cease as of receipt by Great-West of notice of the Participant's death. The deceased Participant's Beneficiary may then elect a payment option under this Section 9 meeting all the requirements of Code section 401(a)(9).

8.5 Annuity Payment Options

If, based upon information provided by Plan Sponsor, the Payee is entitled to a Distribution under the applicable terms and provisions of the Plan and the Code sections governing the Plan, all or a portion of a Participant Account may be applied to an annuity payment option selected by the Payee, so long as the requirements of Code section 401(a)(9) are met. Thereafter, this Contract shall no longer be applicable with respect to amounts in the annuity payment option.

The amount to be applied to an annuity payment option is: (i) the portion of the Participant Account Value elected by Payee subject to any restrictions in a Fixed Account rider(s), less (ii) Applicable Tax, if any, less (iii) any fees and charges described in the Contract.

The minimum amount that may be applied under the elected annuity option is \$[5,000]. If any payments to be made under the elected annuity payment option will be less than \$[50], Great-West may make the payments in the most frequent interval that produces a payment of at least \$[50].

Great-West will issue a certificate to each Annuitant describing the benefits payable under the elected annuity payment option.

8.6 Election of Annuity Options

An Annuitant is required to elect an annuity payment option. The Annuitant must Request an annuity payment option or change an annuity payment option no later than 30 days prior to the Annuity Commencement Date.

To the extent available under the Plan, the available annuity payment options are:

Income for Single Life Only

Income for Single Life with Guaranteed Period

Income for Joint Life Only

Income for Joint Life with Guaranteed Period

Income for a Specific Period

Any other form of annuity payment permitted under the Plan, if acceptable to Great-West.

The annuity option that will always be available is the Income for Single Life Only Annuity. If this annuity option is elected, Great-West will make payments to the Annuitant at a frequency specified in the annuity certificate for the duration of the Annuitant's lifetime. Payments will cease pursuant to the terms of the certificate.

Minimum Monthly Payment for Each \$1,000 of Participant Account Value
Applied to Purchase a Lifetime Monthly Annuity

<u>Age of Payee</u>	<u>Lifetime Monthly Payment</u>
50	\$4.00
55	4.28
60	4.66
65	5.20
70	5.98
75	7.16

8.7 Misstatement of Age or Death

Great-West may require adequate proof of the age and death of any Payee before processing a Request for or making any payment. If the age of the Payee has been misstated, the payments established for him/her under the applicable payment option will be made on the basis of his/her correct age.

If payments made pursuant to an annuity payment option were too large because of a misstatement of age, Great-West may deduct the difference from the next payment or payments with interest. If payments were too small, Great-West may add the difference to the next payment with interest. Any interest payable will be made at the rate required by law.

SECTION 9. CONTRACT TERMINATION

9.1 Notice of Contract Termination and Selection of Termination Option(s)

Either Great-West or Plan Sponsor may terminate this Contract with advance written notice to the other party or parties. The contract termination date shall be the [seventy-fifth (75th)] day after the date written notice is received in the Administrative Offices in good order. If the [seventy-fifth (75th)] day is not a Business Day, the contract termination date shall be the Business Day immediately following the [seventy-fifth (75th)] day. Prior to the contract termination date, Great-West and Plan Sponsor may agree to an alternate contract termination date. Contract termination may not occur on the date selected by Plan Sponsor unless Great-West has received all required information. In such event, Great-West shall maintain Participant Account Values until Great-West receives all required information in good order.

9.2 Contract Termination Provisions

Plan Sponsor shall direct Great-West to pay the Participant Account Values as described below.

Fixed Account(s): Great-West will remit the Fixed Account Value pursuant to the Fixed Account rider(s) contract termination option selected.

Plan Sponsor and Contractholder hereby instructs Great-West to deduct any outstanding charges and fees, including the contract termination charge, if applicable, due to Great-West from the amount remitted from any of the Fixed Accounts.

9.3 Contract Termination due to Plan Termination

If Plan Sponsor terminates the Plan, it shall notify Great-West of such Plan Termination and that final Contributions have been remitted to Great-West. Upon notice of Contract Termination Due to Plan Termination, Plan Sponsor agrees to provide any and all information and instructions Great-West requires to properly comply with Plan Sponsor's notification of Plan Termination and subject to the provisions of the Fixed Account rider(s).

Plan Sponsor acknowledges that the amount distributed from the Contract upon Plan Termination shall be equal to the balance of each Participant Account as reflected in the records of Great-West on the date of Distribution subject to the provisions in the Fixed Account rider(s), less all outstanding charges or fees, including an applicable contract termination charge, and reduced by any required income tax withholding or other applicable fees due upon Distribution.

Plan Sponsor shall file any and all required Forms 5500.

If the Plan is abandoned, orphaned or if Plan Sponsor cannot be located or Plan Sponsor fails to provide appropriate representations and instructions to Great-West in connection with termination of the Plan, Great-West is authorized to accept notices, representations and instructions from the Plan administrator or trustee, the bankruptcy trustee for Plan Sponsor, the U.S. Department of Labor, if applicable, or an authorized and appropriate representative of Plan Sponsor. Great-West may also utilize any procedures promulgated by the U.S. Department of Labor, if applicable, or other applicable regulatory agencies for abandoned or orphaned plans including the facilitation of Distributions to Payees performed by a Qualified Termination Administrator, as that term is defined under Federal law and regulations promulgated thereunder, or comparable person as allowed by applicable law.

SECTION 10. GENERAL PROVISIONS

10.1 Contract

Great-West has issued this Contract to Plan Sponsor and Contractholder in consideration of the Application and payment of the initial Contribution or Deposit.

10.2 Entire Contract

This Contract, including the Application, amendments, endorsements, letter agreements, specification page, if any, and Fixed Account or other rider(s), if any, constitute the entire contract between Plan Sponsor and Great-West.

All statements in the Application, in the absence of fraud, have been accepted as representations and not warranties. Only the President, Vice-President, or the Secretary of Great-West, or their authorized designees, can agree on behalf of Great-West to modify any provisions of this Contract.

One or more provisions of this Contract may be clarified by letter agreement, amendment, or other writing executed by both Great-West and Plan Sponsor.

10.3 Contract Modification

Great-West may modify this Contract from time to time to conform it to changes in tax or other law, including applicable regulations and rulings, without consent of Plan Sponsor or any other person. Great-West will provide notice and a copy of any such modification to Plan Sponsor as soon as reasonably practicable.

Plan Sponsor and Great-West may, by written agreement, make other modifications to this Contract, subject to the approval of the appropriate state department of insurance, if applicable. No such modification will, without the written consent of Plan Sponsor, affect the terms, provisions, or conditions of this Contract, which are or may be applicable to Contributions or Deposits made prior to the date of such modification.

10.4 Modification of Fixed Account Options

Great-West may offer new or cease offering existing Fixed Account options, or make other changes to the Fixed Account options as Great-West deems necessary, and subject to the approval of the state insurance department, if applicable. If Great-West changes material provisions of its Fixed Account options, Great-West will provide at least sixty (60) calendar days written notice to the Plan Sponsor. This notice shall explain any Fixed Account change(s), communicate the timeline and effective date of any Fixed Account change and explain Plan Sponsor's right to opt out of any Fixed Account change. Plan Sponsor's absence of an objection to such notice will be considered consent to the change(s).

If Great-West replaces Fixed Account options and does not receive an objection from the Plan Sponsor, Transfers between account options as disclosed in the notice will be completed by Great-West as of the effective date of the change. Such allocation will be in effect until such time as Great-West receives a written Request for a different allocation.

If Plan Sponsor provides written objection to Great-West within the sixty (60) calendar day notice period, Great-West will not make the Fixed Account change at issue. If Plan Sponsor objects to the Fixed Account change, Great-West may terminate this Contract by providing written notice pursuant to Section 9.1 of this Contract.

10.5 Restorations

Great-West may agree to restore any back-end load charges, market value adjustments, or other investment charges deducted from plan assets under a prior investment option.

10.6 Plan Provisions

In all cases, the plan document shall determine (subject to the Code) the specific features of the Plan, which may include the availability of certain types of investment options, Distributions, loans, and other features allowed but not mandated by the Code. Any provision of this Contract which deals with a feature not included in the Plan shall not apply.

10.7 Non-Participating

This Contract is Non-Participating, meaning that it is not eligible to share in Great-West's divisible surplus.

10.8 Currency and Contributions and Deposits

All amounts to be paid to or by Great-West must be in currency of the United States of America. All Contributions and Deposits to this Contract must be made payable to Great-West or to a designee acceptable to Great-West.

10.9 Notices

Any notice or demand by Great-West to or upon Plan Sponsor or any Payee may be given by mailing it to that person's last known address as stated in Great-West's file via the United States Postal Service or last known email address or facsimile number on file.

An application, report, Request, election, direction, notice or demand by Plan Sponsor or a Payee will be made in a form satisfactory to Great-West. When Great-West requires it, Plan Sponsor will obtain the signature of the Payee on forms provided by Great-West. Great-West must first approve any written materials developed by any other person describing this Contract.

10.10 Disclaimer

Nothing contained in this Contract shall be construed to be tax or legal advice, and Great-West assumes no responsibility or liability for any costs, including but not limited to taxes, penalties or interest incurred by the Plan, Plan Sponsor or any other Payee arising out of a determination of liability. Great-West shall not be held liable for the negligence, willful misconduct, or failure to perform of any third party.

10.11 Representations

Great-West shall be entitled to rely and act solely on the reports, directions, proofs, notices, elections, and other information furnished to it by Contractholder, Plan Sponsor, Participant, Alternate Payees, Beneficiaries or their respective agent, and such acts shall be conclusive and binding as to all persons or corporations claiming an interest hereunder.

10.12 Non-Waiver

The waiver by Great-West of any breach of any term or condition in this Contract will not be deemed a waiver of any prior or subsequent breach.

10.13 Information

Plan Sponsor shall furnish all information that Great-West may reasonably require for the administration of this Contract. Great-West shall not be responsible for any obligation under this Contract until it receives all requested information in a form acceptable to Great-West.

GROUP ANNUITY CONTRACT SPECIFICATION PAGE

Part of the Great-West Life & Annuity Insurance Company Group Annuity Contract to which it is attached.

[PLAN SPONSOR: [ABC Company]]

[CONTRACTHOLDER: [ABC Company]]

[PLAN: [ABC Defined Contribution Plan]]

[CONTRACT NUMBER: [12345-01]]

[CONTRACT DATE: [January 1, 2011]]

OPTIONAL PROVISIONS

[TRANSFERS AMONG ACCOUNTS]

[The minimum amount that can be transferred from a [Fixed or Separate Account] is [\$100]. However, if less remains in a [Fixed or Separate Account] for a Participant ①[Annuity] Account, that amount may be transferred. If a ②[T][t]ransfer request would reduce the Participant ①[Annuity] Account Value remaining in a [Fixed or Separate Account] below [\$100], ③[Great-West] will treat the ②[T][t]ransfer request as a ⑤[R][r]equest to ②[T][t]ransfer the entire amount.]

[A ⑤[R][r]equest for ②[T][t]ransfer must clearly state the [Fixed, Separate or Variable Account(s)] from which and to which ②[T][t]ransfers are to be made.]]

[WITHDRAWALS FROM THE PARTICIPANT ①[ANNUITY] ACCOUNT VALUE]

The minimum amount that can be withdrawn from a [Fixed or Separate Account] is [\$100]. If a withdrawal request would reduce the Participant ①[Annuity] Account Value remaining in a [Fixed or Separate Account] below [\$100], ③[Great-West] will treat the withdrawal request as a ⑤[R][r]equest to withdraw the entire amount.

[If a requested withdrawal would reduce the Participant ①[Annuity] Account Value below [\$100], ③[Great-West] reserves the right to treat the ⑤[R][r]equest as a withdrawal of only the excess over [\$100].]


[A ⑤[R][r]equest for a ②[T][t]ransfer must clearly state the [Fixed, Separate or Variable Account(s)] from which and to which the ②[T][t]ransfer is to be made.]

[Unless specified otherwise by the ④[Plan Sponsor], ③[Great-West] will make withdrawals proportionately from all [Fixed, Separate or Variable Account(s)] in which the Participant ①[Annuity] Account Value is invested.]]

[Amounts Paid to the Plan – Pursuant to the Plan recordkeeping fee disclosure signed by both parties, ③[Great-West] is instructed by ④[Plan Sponsor] to remit amounts to the Plan based in part on assets in the [X] Fund.]

[Restoration Amount – [\$X] [X%] of the amount transferred to the ⑥[Group Annuity] Contract from the prior investment option.] [The dollar amount necessary to restore amounts incurred by Participant(s), Alternate Payees and Beneficiaries up to [\$X] [X%] of the amount transferred to the ⑥[Group Annuity] Contract from the prior investment option].]

[Signed for Great-West Life & Annuity Insurance Company on [January 1, 2011] [the Effective Date of the ⑥[Group Annuity] Contract].


President

Signed and accepted by the ④[Plan Sponsor] as part of ⑥[Group Annuity] Contract Number [12345-01] and attached to the ⑥[Group Annuity] Contract on [January 1, 2011].

④[Plan Sponsor]'s name:

By: _____

Title: _____

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY

A Stock Company

[8515 East Orchard Road

Greenwood Village, CO 80111]

For service, call [1-800-537-2033 (extension 71234)]

APPLICATION FOR GROUP ANNUITY CONTRACT

SECTION A. PLAN SPONSOR			
NAME OF PLAN SPONSOR			FEDERAL TAX ID #
ADDRESS			SITUS
STREET	CITY	STATE	ZIP CODE
TELEPHONE #	FAX #		TYPE OF ENTITY: <input type="checkbox"/> Church <input type="checkbox"/> Public School <input type="checkbox"/> Government <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> S Corp <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____
FULL LEGAL NAME OF PLAN			
SECTION B. CONTRACTHOLDER			
NAME OF TRUSTEE IF DIFFERENT THAN THE PLAN SPONSOR			[FEDERAL TAX ID #, if applicable]
ADDRESS			SITUS, if applicable
STREET	CITY	STATE	ZIP CODE
TELEPHONE #	FAX #		TYPE OF ENTITY: <input type="checkbox"/> Bank <input type="checkbox"/> Trust Company <input type="checkbox"/> Individual(s) <input type="checkbox"/> Other _____
SECTION C. PRODUCT INFORMATION			
<input type="checkbox"/> Fixed Annuity		<input type="checkbox"/> Fixed-Variable Annuity	
SECTION D. PLAN INFORMATION			
<input type="checkbox"/> 401(a) Plan <input type="checkbox"/> ERISA <input type="checkbox"/> Non-ERISA		<input type="checkbox"/> 401(k) Plan <input type="checkbox"/> ERISA <input type="checkbox"/> Non-ERISA	
		<input type="checkbox"/> 457(b) Governmental Plan <input type="checkbox"/> Other: _____	
SECTION E. DEFAULT INVESTMENT OPTION			
<input type="checkbox"/> Guaranteed Interest Fund			
<input type="checkbox"/> Other Investment Option: _____			
<input type="checkbox"/> No Default Investment Option (Money returned to payee as required by law)			
SECTION F. FIXED ACCOUNTS			
<input type="checkbox"/> Guaranteed Interest Fund		<input type="checkbox"/> Other: _____ <input type="checkbox"/> None	
SECTION G. SERIES ACCOUNTS			
<input type="checkbox"/> FutureFunds II Series Account		<input type="checkbox"/> _____	
<input type="checkbox"/> Other: _____ <input type="checkbox"/> None		<input type="checkbox"/> None	
SECTION H. SEPARATE ACCOUNTS			
SECTION I. AGREEMENT AND SIGNATURES			
AGREEMENT:			
By signing this Application, Plan Sponsor and Contractholder, if other than Plan Sponsor, understand, accept, and otherwise agree to the provisions of the attached Group Annuity Contract, certify and otherwise represent that the information contained on this application is true and correct to the best of their knowledge, and agree to notify Great-West of any changes to the information provided above.			
Signature of Plan Sponsor		Signature of Trustee if different than Plan Sponsor	
Date		Date	
Title		Title	

FRAUD NOTICE

NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines, confinement in prison, and denial of insurance benefits, depending upon state law.

STATE INSURANCE FRAUD WARNINGS

FOR DC RESIDENTS ONLY: WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO AR, CO, KY, LA, ME, NM, and TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

FOR NJ RESIDENTS ONLY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO OH, OK AND PA RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO VA AND WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

①①[Fixed Account]

This Guaranteed Interest Fund (“GIF”) ①①[Fixed Account] rider (“Rider”) is part of the Great-West Life & Annuity Insurance Company (①[Great-West]) Contract to which it is attached. [To the extent any terms or provisions of this Rider conflict with the terms of the attached Group Annuity Contract, the terms of this Rider will control.]

Guaranteed Interest Fund

The GIF is a ①①[Fixed Account] that is part of the General Account of ①[Great-West]. All or a portion of ⑥[Contributions and Deposits] may be allocated to the GIF.

Definitions

Competing Fund- any of the following types of funds offered by the ②[Plan Sponsor]:

- (a) any stable value fund; or
- (b) any fund with a known or periodically declared rate of interest; or
- (c) any money market fund; or
- (d) any bond fund with a duration of 3 years or less

Plan Sponsor Initiated Event – an action that materially impacts assets in the GIF as it relates to the Plan, including but not limited to a: spin-off; sale; merger; full or partial plan termination, including ①④[Distribution] of assets performed by a Qualified Termination Administrator, as that term is defined under Federal law and regulations promulgated thereunder, or comparable person as allowed by applicable law; terminating union in a multi-employer plan; terminating participating employer in a multiple employer plan; termination by a political subdivision of a governmental 457(b) plan or a layoff of at least [20%] of work force in any twelve month period.

General

For the purposes of the references in the Rider, ①[Great-West] shall use a comparable source if applicable information is unavailable on the ⑦[United States Federal Reserve Website].

Credited Interest Rate

Interest earned on the GIF value is compounded daily to the effective annual interest rate. Unless otherwise described in the Rider, the interest rate to be credited to the ③[Group] Contractholder's assets in the GIF during the calendar quarter will be determined by ①[Great-West] prior to the last day of the previous calendar quarter and shall be reset at least quarterly. ①[Great-West] shall notify ②[Plan Sponsor], Participants, Alternate Payees and Beneficiaries invested in the GIF at least thirty (30) calendar days in advance at the address on file with ①[Great-West] should the credited interest rate be reset more frequently than quarterly. All reset credited interest rates shall be declared in advance.

Guaranteed Interest Rate

The effective annual interest rate will never be less than [0%].

Guaranteed Interest Fund Value

The value of the ③[Group] Contractholder's assets in the GIF in respect of the Participant ⑧[Annuity] Account will be determined as the value of (a) minus (b) where:

- (a) is the sum of ⑥[Contributions and Deposits] by and on behalf of Participants, Alternate Payees and Beneficiaries allocated to the GIF plus interest credited to the ③[Group] Contractholder's assets in the GIF; and
- (b) is the sum of any amounts ①⑤[distributed] plus any amounts transferred from the GIF, as well as charges and fees and ⑤[Applicable] Tax, if any.

Limitations

①[Great-West] shall defer processing ①④[Distribution] or ④[T][t]ransfer Requests if transactions cannot be executed or settled due to the closing or disruption of financial markets or exchanges. ①[Great-West] shall resume the processing ①④[Distributions] and ④[T][t]ransfers once the disruption is resolved.

②[Plan Sponsor] shall not offer Competing Funds, as defined above, unless mutually agreed upon by ①[Great-West] and ②[Plan Sponsor].

Should the ②[Plan Sponsor] offer a Competing Fund without ①[Great-West]'s agreement, or should an existing Plan investment option become a Competing Fund and remain available to the Plan without ①[Great-West]'s prior agreement, and ①[Great-West] learns of such Competing Fund, ①[Great-West] shall suspend all ④[T][t]ransfers out of the GIF upon at least thirty (30) calendar days advance written notice to the Participants, Alternate Payees and Beneficiaries invested in the GIF at the address on file with ①[Great-West]. This ④[T][t]ransfer restriction shall remain in effect until the Competing Fund is removed as an eligible Plan investment option, or as otherwise mutually agreed.

Excessive Trading

Based on ①[Great-West]'s excessive trading policy, ①[Great-West] shall restrict a Participant, Alternate Payee or Beneficiary from making a ④[T][t]ransfer into the GIF for up to ⑩[thirty (30)] calendar days from the date of the most recent ④[T][t]ransfer from the GIF. ⑥[Contributions and Deposits], other than ④[T][t]ransfers, will be allowed into the GIF during the ⑩[thirty (30)] day period.

Plan Sponsor Initiated Events

②[Plan Sponsor] shall provide notification to ①[Great-West] at least thirty (30) calendar days in advance of a Plan Sponsor Initiated Event.

Unless a Plan Sponsor Initiated Event causes ①[Great-West] to require ②[Plan Sponsor] to make an election of a ①⑥[Contract Termination] Option in this Rider with respect to the GIF assets affected by the Plan Sponsor Initiated Event or when ①[Great-West] and ②[Plan Sponsor] otherwise agree, ①[Great-West] shall remit the lesser of the Participant ⑧[Annuity] Account Value invested in the GIF or the Participant ⑧[Annuity] Account Value invested in the GIF as reduced by the Market Value Adjustment Factor formula as described in ①⑥[Contract Termination] Option 1 in this Rider upon any Participant, Alternate Payee or Beneficiary ①④[Distribution], including a plan to plan ④[T][t]ransfer [or transfer from a governmental plan to purchase service credits], that occurs within 12 months after the date ①[Great-West] recognizes the Plan Sponsor Initiated Event ("Event Date"). The Event Date shall be the Calculation Date for purposes of calculating the Market Value Adjustment Factor. If the average of the 3 year and 5 year Treasury Constant Maturity rates, as of the Event Date, is 300 basis points or more above the lowest weekly average of the 3 and 5 year Constant Maturity Treasuries over the previous 104 weeks from the Event Date, the Market Value Adjustment period above shall apply thirty-six months after the Event Date.

If the Market Value Adjustment Factor is positive, a Market Value Adjustment shall not be assessed.

Any ②[Plan Sponsor] choosing to remove the GIF as an eligible Plan investment option but not declare a ⑨[contract termination date], may ④[T][t]ransfer the ③[Group] Contractholder's GIF value upon election of ①⑥[Contract Termination] Options 1 or 2 as identified in this Rider below, based on mutually agreed upon dates. References to ⑨[contract termination date] shall not apply.

①⑥[Contract Termination]

At least sixty (60) calendar days before the ⑨[contract termination date], ②[Plan Sponsor] must notify ①[Great-West], in writing, of its selection from among the ①⑥[Contract Termination] Options described below. ①[Great-West] shall remit all GIF amounts pursuant to the ②[Plan Sponsor] elections.

[①⑥[Contract termination] may not occur on the date selected by ②[Plan Sponsor] unless ①[Great-West] has received all required information. In such event, ①[Great-West] shall maintain Participant ⑧[Annuity] Account Values until ①[Great-West] receives all required information in good order.]

①⑥[Contract Termination] Options

1. *Lump Sum Payment with Market Value Adjustment* – The Market Value Adjustment will be calculated as of the date ①[Great-West] receives notice of ①③[contract termination] in good order, or another date as mutually agreed (“Calculation Date”). Within seven (7) Business Days after the ⑨[contract termination date], ①[Great-West] will remit the lesser of the total Participant ⑧[Annuity] Account Values of the ③[Group] Contractholder's assets in the GIF (“book value”) or the book value of the GIF adjusted by the Market Value Adjustment Factor described below. If ①[Great-West] receives the difference between any reduced MVA and book value from ②[Plan Sponsor] prior to the ⑨[contract termination date], ①[Great-West] will remit the book value.

Market Value Adjustment (MVA) = MVAF x (book value)

The Market Value Adjustment Factor (MVAF) is:

$$\text{MVAF} = \left(\frac{(1+i)^3}{(1+j+1.0\%)^3} - 1 \right)$$

Where:

i is the Three (3) Year Treasury Constant Maturity rate as published in ⑦[United States Federal Reserve Website] on the later of the ①②[Contract Date] and the last Business Day of the week two (2) years prior to the Calculation Date.

j is the Three (3) Year Treasury Constant Maturity rate as published in ⑦[United States Federal Reserve Website] on the last Business Day of the week prior to the Calculation Date.

2. *Payment at Book Value* – ①[Great-West] shall remit the total Participant ⑧[Annuity] Account Values of the ③[Group] Contractholder's assets in the GIF ("book value") pursuant to a) or b) below. ①[Great-West] shall not reset the credited interest rate on the ③[Group] Contractholder's assets in the GIF after the ⑨[contract termination date].

- (a) ①[Great-West] will remit the book value no later than twelve (12) months after the ⑨[contract termination date].

Unless ②[Plan Sponsor] retains ①[Great-West] as the Plan recordkeeper, no Plan loans shall be made from the GIF assets and ⑥[Contributions and Deposits] will not be accepted into the GIF after the ⑨[contract termination date]. A percentage of ④[T][t]ransfers [including plan to plan transfers or transfers from a governmental plan to purchase service credits] from the Participant ⑧[Annuity] Account shall be restricted as of the ⑨[contract termination date]. ①[Great-West] shall notify Participants, Alternate Payees and Beneficiaries invested in the GIF of this restriction at least thirty (30) calendar days in advance, at the address on file with ①[Great-West]. In the event such notice is provided to a Participant, Alternate Payee or Beneficiary fewer than thirty (30) days before the ⑨[contract termination date], the restriction shall not take effect for such Participant, Alternate Payee or Beneficiary sooner than thirty (30) days from the date of such notice.

①④[Distributions] may be made from the GIF at any time.

No ②[Plan Sponsor] ④[T][t]ransfers shall be allowed after the ⑨[contract termination date].

Option a) shall apply only if, on the date ①[Great-West] receives notice of ①③[contract termination] in good order, the average of the 3 year and 5 year Treasury Constant Maturity rates is less than 300 basis points above the lowest weekly average of the 3 and 5 year Constant Maturity Treasuries over the previous 104 weeks from notice. ①[Great-West] shall use published rates from the ⑦[United States Federal Reserve website]. Otherwise, option (b) shall apply.

Numerical Example: On the date notice of ①③[contract termination] is received by ①[Great-West] in good order, the average of the 3 year and 5 year Treasury Constant Maturity rates is 4.00%. Over the previous 104 weeks from notice, the lowest average of the 3 year and 5 year Treasury Constant Maturity rates from the ⑦[United States Federal Reserve website] was 2.25%. Since 4.00% is less than 300 basis points above 2.25%, option a) applies.

- (b) ①[Great-West] will remit the book value no later than thirty-six (36) months after ⑨[contract termination date].

Unless ②[Plan Sponsor] retains ①[Great-West] as the Plan recordkeeper, no Plan loans shall be made from the GIF assets and ⑥[Contributions and Deposits] will not be accepted into the GIF after the ⑨[contract termination date]. Participant, Alternate Payee and Beneficiary ④[T][t]ransfers, [including plan to plan transfers or transfers from a governmental plan to purchase service credits,] shall be restricted to a percentage of Participant ⑧[Annuity] Account assets in the GIF pursuant to the following schedule:

<u>Months from</u> ⑨[contract termination date]:	<u>% of</u> ④[T][t]ransfers Allowed:
0-12	0%
13-24	a total of 25% of Participant GIF assets as of January 1 st in the year of the 13 th month.
25-36	a total of 33% of Participant GIF assets as of January 1 st in the year of the 25 th month.

①[Great-West] shall notify Participants, Alternate Payees and Beneficiaries invested in the GIF of this restriction at least thirty (30) calendar days in advance, at the address on file with ①[Great-West]. In the event notice is provided to a Participant, Alternate Payee or Beneficiary fewer than thirty (30) days before the ⑨[contract termination date], the restriction shall not take effect for such Participant, Alternate Payee or Beneficiary sooner than thirty (30) days from the date of such notice.

①④[Distributions] may be made from the GIF at any time.

No ②[Plan Sponsor] ④[T][t]ransfers shall be allowed

Option b) shall apply only if, on the date ①[Great-West] receives ①③[contract termination] notification in good order, the average 3 year and 5 year Treasury Constant Maturity rates is 300 basis points or more above the lowest weekly average of the 3 and 5 year Constant Maturity Treasuries over the previous 104 weeks from notice. ①[Great-West] shall use published rates from the ⑦[United States Federal Reserve website].

Numerical Example: On the date notice of ①③[contract termination] is received by ①[Great-West] in good order, the average of the 3 year and 5 year Treasury Constant Maturity rates is 6.00%. Over the previous 104 weeks from notice, the lowest average of the 3 year and 5 year Treasury Constant Maturity rates from the ⑦[United States Federal Reserve website] was 2.50%. Since 6.00% is more than 300 basis points above 2.50%, option b) applies.

3. *Payment in 20 Quarterly Installments* - ①[Great-West] will remit the total Participant ⑧[Annuity] Account Values of the ③[Group] Contractholder's assets in the GIF ("book value") in twenty quarterly installments with the first installment comprising 1/20th of the book value on the date remitted, that payment being made no later than ninety (90) calendar days after ⑨[contract termination date]. The remaining payments shall be incrementally remitted in fractional amounts of remaining book value each quarter over the succeeding nineteen quarters (e.g. 1/19, 1/18...1/1) until the total book value is remitted.


Unless ②[Plan Sponsor] retains ①[Great-West] as the Plan recordkeeper, no Plan loans shall be made from the GIF assets and ⑥[Contributions and Deposits] will not be accepted into the GIF after the ⑨[contract termination date]. No ②[Plan Sponsor] or Participant, Alternate Payee or Beneficiary ④[T][t]ransfers [including

plan to plan transfers or transfers from a governmental plan to purchase service credits] shall be allowed.

①④[Distributions] may be made from the GIF at any time.

4. Any other termination option allowable under applicable law as mutually agreed upon in writing by ①[Great-West] and ②[Plan Sponsor].

[Signed for Great-West Life & Annuity Insurance Company on [January 1, 2011] [the Effective Date of the Group Annuity Contract].

[
President]

[Signed and accepted by the ②[Plan Sponsor] and attached to its Group Annuity Contract on [January 1, 2011].

②[Plan Sponsor] name:

By: _____

Title: _____]]

SERFF Tracking Number: GWSE-126677504 State: Arkansas
 Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45987
 Company Tracking Number: FUTURE FUNDS II - 2010
 TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
 Variable and Variable
 Product Name: Future Funds II - 2010
 Project Name/Number: /

Supporting Document Schedules

Item Status: Status
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

AR Certification - Rule & Reg 19.pdf
 AR Certification - Rule & Reg 49.pdf
 AR Certification - ACA 23-79-138.pdf
 AR Certification - Rule & Reg 6 (variable annuity).pdf
 AR Readability Exemption.pdf

Item Status: Status
Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover letter - GFVAC 10 FFII GFAC 10 FFII - 6-16-10.pdf

Item Status: Status
Date:

Satisfied - Item: Memorandum of Variable Material

Comments:

Attachments:

GFVAC 10 FFII - SoV 6-18-10.pdf
 GFAC 10 FFII - SoV.pdf
 Specification Page 10 - SoV.pdf
 GAC A 10 FFI - SoV.pdf
 GIF 10 FFII - SoV.pdf

TO THE INSURANCE DEPARTMENT
OF THE STATE OF ARKANSAS
CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

RE:

- GFVAC 10 FFII
- GFAC 10 FFII
- Specification Page 10
- GAC A 10 FFII
- GIF 10 FFII

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy forms designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company



Beverly A. Byrne, Chief Compliance Officer

June 16, 2010

Date

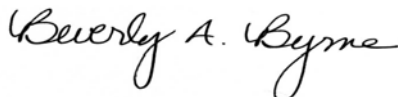
TO THE INSURANCE DEPARTMENT
OF THE STATE OF ARKANSAS
CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 49

RE:

- GFVAC 10 FFII
- GFAC 10 FFII
- Specification Page 10
- GAC A 10 FFII
- GIF 10 FFII

We hereby certify that the guidelines established in Arkansas Rule and Regulation 49 have been reviewed and the policy form designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company



Beverly A. Byrne, Chief Compliance Officer

June 16, 2010
Date

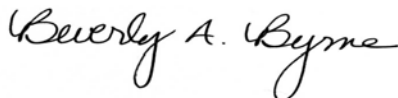
TO THE INSURANCE DEPARTMENT
OF THE STATE OF ARKANSAS
CERTIFICATE OF COMPLIANCE WITH ACA 23-79-138

RE:

- GFVAC 10 FFII
- GFAC 10 FFII
- Specification Page 10
- GAC A 10 FFII
- GIF 10 FFII

We hereby certify that the guidelines established in ACA 23-79-138 have been reviewed and the policy form designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company



Beverly A. Byrne, Chief Compliance Officer

June 16, 2010
Date

Great-West Life & Annuity Insurance Company
8515 East Orchard Road
Greenwood Village, CO 80111

TO THE INSURANCE DEPARTMENT

OF THE STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 6

RE:

- GFVAC 10 FFII
- GFAC 10 FFII
- Specification Page 10
- GAC A 10 FFII
- GIF 10 FFII

We hereby certify that the guidelines established in Arkansas Rule and Regulation 6 has been reviewed and the policy form designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company



Beverly A. Byrne, Chief Compliance Officer

June 16, 2010

Date

Readability Exemption

Arkansas:

This product is exempt, as per A.C.A. §23-80-204 "This subchapter shall apply to all policies delivered or issued for delivery in this state by any company on or after the date the forms must be approved under this subchapter....(3) Any **group annuity contract** which **serves as a funding vehicle** for **pension**, profit-sharing, or deferred compensation plans".

June 16, 2010

New Form Filing, Great-West Life & Annuity Insurance Company

FEIN# 84-0467907

NAIC# 769-68322

RE: ***Group Annuity Submission:***

- Group Fixed and Variable Deferred Annuity Contract,
Form Number: GFVAC 10 FFII
- Group Fixed Deferred Annuity Contract,
Form Number: GFAC 10 FFII
- Specification Page, Form Number: Specification Page 10
- Application, Form Number: GAC A 10 FFII
- Rider, Form Number: GIF 10 FFII

Dear Sir/Madam:

The above referenced forms are submitted for your review.

The attached group fixed and variable deferred annuity and group fixed only deferred annuity contracts, specification page, application and rider ("Forms") are new form submissions and do not replace any other forms. The Forms will be used for **group annuity contracts funding retirement plans (401(a); 401(k) and Government 457(b))**.

The following is a description of the forms to which this filing relates, and we have bracketed those elements that are being submitted as variable:

- **Group Fixed and Variable Deferred Annuity Contract (GFVAC 10 FFII)**: GFVAC 10 FFII is a fixed and variable deferred group annuity contract that can be issued with Great-West general account products and an unregistered separate account, the FutureFunds II Series Account. ***No prospectus is required for this contract.*** The FutureFunds II Series Account is governed by the laws of Great-West's state of domicile.
- **Group Fixed Deferred Annuity Contract (GFAC 10 FFII)**: GFAC 10 FFII is a fixed only deferred group annuity contract that is only issued with Great-West general account products.
- **Specification Page (Specification Page 10)**: Specification Page 10 is an optional contract term document and is intended to be used with GFVAC 10 FFII and GFAC 10 FFII, if applicable. We also specifically request that **Specification Page 10** be filed for use with all previously approved group annuity contracts and future group annuity contract filings.
- **Application for Group Annuity Contract (GAC A 10 FFII)**: GAC A 10 FFII is a group annuity contract application that is used with GFVAC 10 FFII and GFAC 10 FFII.
- **Rider:**
Fixed Account – Guaranteed Interest Fund (GIF 10 FFII): The Guaranteed Interest Fund is part of the Great-West general account. The GIF 10 FFII is a fixed account rider and is intended to be used with

the GFVAC 10 FFII and GFAC 10 FFII. We also specifically request that GIF 10 FFII be filed for use with all previously approved group annuity contracts and future group annuity contract filings.

To the best of our knowledge, the Forms comply with the laws and regulations in your jurisdiction and do not contain any unusual or controversial items that deviate from normal company or industry standards.

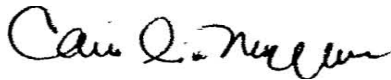
The Forms will be used with the contract identified in the letter that was marketed by our group sales force, which includes regular company employees, subsidiary company employees, agents and independent brokers.

This form is exempt from filing in Colorado (according to CO Bulletin 5-92, (March 13, 1992)), our state of domicile, and will be filed in all other jurisdictions in which the Great-West is licensed to sell group annuity products, as required.

Your approval of the above referenced forms is respectfully requested.

Should you have any questions or concerns on these forms, please contact Camilia Nguyen at our toll free number, 1-800-537-2033, extension 73822.

Sincerely,

A handwritten signature in black ink, appearing to read "Camilia Nguyen".

Camilia Nguyen,
Paralegal, Law Department
camilia.nguyen@gwl.com

Enclosures

Memorandum of Variable Material for form number: **GFVAC 10 FFII**

Group Fixed and Variable Annuity Contract

Variable material is presented in two ways. One, brackets, ([]), surrounding text is designed to provide negotiation options between the Plan Sponsor and Great-West. The bracketed material allows Great-West to create flexibility when negotiating with various Plans, and to create flexibility in terminology with various contract versions. Certain language may only be appropriate for certain contract(s).

Two, materials noted as ([“John Doe Fashion”]) will not be removed from the document. The purpose of this designated variable material is to show that the inputted information will be entirely dependent on negotiations with the Plan Sponsor. This provides flexibility for both the Plan Sponsor and Great-West. We have filled in the [“John Doe Fashion”]’s with possible values which will illustrate ranges.

Page 1 of Document:

[8515 East Orchard Road

Greenwood Village, CO 80111]


Description: This material is bracketed because the address may change in the future. The nature of this material is to describe Great-West’s office location. The scope of the material will vary depending on Great-West’s office location.


Page 1 of Document:

[1-800-537-2033 (extension 71234)]

Description: This material is bracketed because the appropriate phone number may change depending on Great-West’s service number at the time of contract issuance. The nature of this material is to provide a service contact. The scope of the material will vary depending on the agreed upon phone number.

Page 1 of Document:

[
Secretary]

[
President]

Description: This material is bracketed because both the Secretary and President names may change. The nature of the material is designed to indicate the contract’s issuing authority. The scope of the materials will vary depending on the person holding these particular positions in the company.

Page 4 of Document:

[8515 East Orchard Road, Greenwood Village, CO 80111.]

Description: This material is bracketed because the address may change in the future. The nature of this material is to provide an understanding of the location of company administration. The scope of the material will vary depending on the Administrative Office location.

Page 4, 5, 6, 7, 9 of Document:

[\[FutureFunds II Series Account\]](#)

Description: "FutureFunds II Series Account" references are bracketed because the name of the Series Account may change in which case new contract issuances would have the appropriate name displayed in the document.

Page 5 of Document:

[\[Start-Up Costs – the amounts incurred by Great-West in acquiring and implementing the plan, which may include but are not limited to restorations, commissions or other costs.\]](#)

Description: This material is bracketed because it would only appear in the contract if the contract termination charge is a percentage of start-up costs. It would not appear in the contract if the contract termination charge was not a percentage of start-up costs.

Page 11 of Document:

[\[6.1 Contract Maintenance Charge\]](#)

[An annual contract maintenance charge may apply. However, if the Participant Effective Date is after January 1, the initial contract maintenance charge for that Participant Account will apply during the calendar quarter after the Participant's one-year anniversary \(calculated from the Participant Effective Date\) and will be pro-rated for the remainder of the year.](#)

[The deduction of the contract maintenance charge will be pro-rated among the applicable Fixed Account Value on the date of deduction. Whenever a deduction for a contract maintenance charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.\]](#)

[\[6.1 Participant Account Charge\]](#)

[An annual Participant Account Charge may apply.](#)

[The deduction of the Participant Account Charge will be pro-rated Fixed Account Value on the date of deduction. Whenever a deduction for a Participant Account Charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.\]](#)

Description: The first bracketed section would typically be used in Great-West's traditional government and public/non-profit markets. The second section would typically not be used. The second bracketed section would typically be used in Great-West's Corporate 401(k) model. Only one section will appear.

Page 11 of Document:

[6.2 Contract Termination Charge](#)

[Upon termination of the Contract by Plan Sponsor, a contract termination charge based upon \[a percentage of the original Start-Up Costs\]\[a percentage of total plan assets\] may apply.](#)

Description: The first bracketed phrase would only appear if the contract termination charge was a percentage of start-up costs. The second bracketed phrase would only appear if the contract termination charge was a percentage of total plan assets. Only one section would appear at a time.

Page 12 of Document:

[Great-West may change any charges and fees upon not fewer than 30 days advance written notice to Plan Sponsor.]

Description: This section is bracketed because this provision may not be part of the pricing model for a plan sponsor using this contract. The provision will either appear or be entirely removed from the document.

Page 15 of Document:

18.7 Transfers from a Governmental Plan for the Purchase of Permissive Service Credits

If the Plan so provides, a Participant, Alternate Payee, or Beneficiary may direct that all or a portion of the Participant Account Value be transferred in a single sum to a qualified defined benefit plan that is a governmental plan (as defined in Code section 414(d)). Such transfers will be permitted provided:

- (a) The transfer satisfies the terms of the Plan in accordance with the appropriate provisions of the Code;
- (b) Great-West receives a satisfactory Request for such transfer; and
- (c) The restrictions, if any, contained in the attached Fixed Account riders allow such transfer.]

Description: This language is bracketed because it will only apply to certain government employers sponsoring retirement plans. If a contract is issued to any plan other than the plans described above, this section will not appear in the annuity contract. If the contract is issued to one of the plans, the language will appear.

Page 17 of Document:

The minimum amount that may be applied under the elected annuity option is \$[5,000]. If any payments to be made under the elected annuity payment option will be less than \$[50], Great-West may make the payments in the most frequent interval that produces a payment of at least \$[50].

Description: These values are bracketed to allow for flexibility, should the company wish to change its requirements for small annuities.

Page 18 of Document:

10.1 Notice of Contract Termination and Selection of Termination Option(s)

Either Great-West or Plan Sponsor may terminate this Contract with advance written notice to the other party or parties. The contract termination date shall be the [seventy-fifth (75th)] day after the date written notice is received in the Administrative Offices in good order. If the [seventy-fifth (75th)] day is not a Business Day, the contract termination date shall be the Business Day immediately following the [seventy-fifth (75th)] day. Prior to the contract termination date, Great-West and Plan Sponsor may agree to an alternate contract termination date. Should Plan Sponsor notify Great-West to terminate the Contract, a contract termination date will not be considered to be received in good order without all applicable information Great-West requires and Great-West shall maintain Participant Account Values pursuant to the Contract, Code and Plan until Great-West receives instructions in good order.

Description: These values are bracketed to allow for administrative flexibility. Currently, the standard is 75 days, but due to unforeseeable changes in administration, we reserve the right to adjust the days.

Memorandum of Variable Material for: **GFAC 10 FFII**

Group Fixed Annuity Contract

Variable material is presented in two ways. One, brackets, ([]), surrounding text is designed to provide negotiation options between the Plan Sponsor and Great-West. The bracketed material allows Great-West to create flexibility when negotiating with various Plans, and to create flexibility in terminology with various contract versions. Certain language may only be appropriate for certain contract(s).

Two, materials noted as ("John Doe Fashion") will not be removed from the document. The purpose of this designated variable material is to show that the inputted information will be entirely dependent on negotiations with the Plan Sponsor. This provides flexibility for both the Plan Sponsor and Great-West. We have filled in the ["John Doe Fashion"]'s with possible values which will illustrate ranges.

Page 1 of Document:

[8515 East Orchard Road

Greenwood Village, CO 80111]

Description: This material is bracketed because the address may change in the future. The nature of this material is to describe Great-West's office location. The scope of the material will vary depending on Great-West's office location.

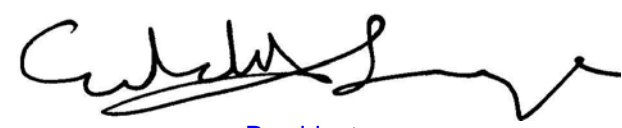
Page 1 of Document:

[1-800-537-2033 (extension 71234)]

Description: This material is bracketed because the appropriate phone number may change depending on Great-West's service number at the time of contract issuance. The nature of this material is to provide a service contact. The scope of the material will vary depending on the agreed upon phone number.

Page 1 of Document:

[
Secretary]

[
President]

Description: This material is bracketed because both the Secretary and President names may change. The nature of the material is designed to indicate the contract's issuing authority. The scope of the materials will vary depending on the person holding these particular positions in Great-West.

Page 4 of Document:

[8515 East Orchard Road, Greenwood Village, CO 80111.]

Description: This material is bracketed because the address may change in the future. The nature of this material is to provide an understanding of the location of company administration. The scope of the material will vary depending on the Administrative Office location.

Page 5 of Document:

[Start-Up Costs – the amounts incurred by Great-West in acquiring and implementing the plan, which may include but are not limited to restorations, commissions or other costs.]

Description: This material is bracketed because it would only appear in the contract if the contract termination charge is a percentage of start-up costs. It would not appear in the contract if the contract termination charge was not a percentage of start-up costs.

Page 9 of Document:

[5.1 Contract Maintenance Charge

An annual contract maintenance charge may apply. However, if the Participant Effective Date is after January 1, the initial contract maintenance charge for that Participant Account will apply during the calendar quarter after the Participant's one-year anniversary (calculated from the Participant Effective Date) and will be pro-rated for the remainder of the year.

The deduction of the contract maintenance charge will be pro-rated among the applicable Fixed Account Value on the date of deduction. Whenever a deduction for a contract maintenance charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.]

[5.1 Participant Account Charge

An annual Participant Account Charge may apply.

The deduction of the Participant Account Charge will be pro-rated Fixed Account Value on the date of deduction. Whenever a deduction for a Participant Account Charge is made from a Fixed Account, Great-West will reduce the Participant Account Value in an amount equal to the deduction.]

Description: The first bracketed section would typically be used in Great-West's traditional government and public/non-profit markets. The second section would typically not be used. The second bracketed section would typically be used in Great-West's corporate 401(k) model. Only one section will appear.

Page 9 of Document:

5.2 Contract Termination Charge

Upon termination of the Contract by Plan Sponsor, a contract termination charge based upon [a percentage of the original Start-Up Costs][a percentage of total plan assets] may apply.

Description: The first bracketed phrase would only appear if the contract termination charge was a percentage of start-up costs. The second bracketed phrase would only appear if the contract termination charge was a percentage of total plan assets. Only one section would appear at a time.

Page 9 of Document:

[Great-West may change any charges and fees upon not fewer than 30 days advance written notice to Plan Sponsor.]

Description: This section is bracketed because this provision may not be part of the pricing model for a plan sponsor using this contract. The provision will either appear or be entirely removed from the document.

Page 12 of Document:

7.7 Transfers from a Governmental Plan for the Purchase of Permissive Service Credits

If the Plan so provides, a Participant, Alternate Payee, or Beneficiary may direct that all or a portion of the Participant Account Value be transferred in a single sum to a qualified defined benefit plan that is a governmental plan (as defined in Code section 414(d)). Such transfers will be permitted provided:

- (a) The transfer satisfies the terms of the Plan in accordance with the appropriate provisions of the Code;
- (b) Great-West receives a satisfactory Request for such transfer; and
- (c) The restrictions, if any, contained in the attached Fixed Account riders allow such transfer.]

Description: This language is bracketed because it will only apply to certain government employers sponsoring retirement plans. If a contract is issued to any plan other than the plans described above, this section will not appear in the annuity contract. If the contract is issued to one of the plans, the language will appear.

Page 14 of Document:

The minimum amount that may be applied under the elected annuity option is \$[5,000]. If any payments to be made under the elected annuity payment option will be less than \$[50], Great-West may make the payments in the most frequent interval that produces a payment of at least \$[50].

Description: These values are bracketed to allow for flexibility, should the company wish to change its requirements for small annuities.

Page 15 of Document:

9.1 Notice of Contract Termination and Selection of Termination Option(s)

Either Great-West or Employer may terminate this Contract with advance written notice to the other party or parties. The contract termination date shall be the [seventy-fifth (75th)] day after the date written notice is received in the Administrative Offices in good order. If the [seventy-fifth (75th)] day is not a Business Day, the contract termination date shall be the Business Day immediately following the [seventy-fifth (75th)] day. Prior to the contract termination date, Great-West and Employer may agree to an alternate contract termination date.

Description: These values are bracketed to allow for administrative flexibility. Currently, the standard is 75 days, but due to unforeseeable changes in administration, we reserve the right to adjust the days.

Memorandum of Variable Material for form number: **Specification Page 10**

Specification Page to the Group Annuity Contract

Variable material is presented in two ways. One, brackets, ([]), surrounding text is designed to provide negotiation options between the Plan Sponsor and Great-West. The bracketed material allows Great-West to create flexibility when negotiating with various Plans, and to create flexibility in terminology with various contract versions. Certain language may only be appropriate for certain contract(s).

Two, materials noted as ("John Doe Fashion") will not be removed from the document. The purpose of this designated variable material is to show that the inputted information will be entirely dependent on negotiations with the Plan Sponsor. This provides flexibility for both the Plan Sponsor and Great-West. We have filled in the ["John Doe Fashion"]'s with possible values which will illustrate ranges.

Entire Document:

①②③④⑤⑥ - Will allow for contract specific terminology.

Page 1 of Document:

[PLAN SPONSOR: [ABC Company]]
[CONTRACTHOLDER: [ABC Company]]
[PLAN: [ABC Defined Contribution Plan]]
[CONTRACT NUMBER: [12345-01]]
[CONTRACT DATE: [January 1, 2011]]

Description: This language is bracketed because it may apply on a contract by contract basis based on the terms of the group annuity to which it is attached.

Page 1 of Document:

[TRANSFERS AMONG ACCOUNTS]

[The minimum amount that can be transferred from a [Fixed or Separate Account] is [\$100]. However, if less remains in a [Fixed or Separate Account] for a Participant ①[Annuity] Account, that amount may be transferred. If a ②[T][t]ransfer request would reduce the Participant ①[Annuity] Account Value remaining in a [Fixed or Separate Account] below [\$100], ③[Great-West] will treat the ②[T][t]ransfer request as a ⑤[R][r]equest to ②[T][t]ransfer the entire amount.]

[A ⑤[R][r]equest for ②[T][t]ransfer must clearly state the [Fixed, Separate or Variable Account(s)] from which and to which ②[T][t]ransfers are to be made.]]

Description: This language is bracketed because it may apply on a client to client basis. If there is a need to have a transfer restriction on the Fixed or Separate Account, the first paragraph would appear in the Specification Page. The second paragraph would only appear if it is applicable to a specific contract. The other terms are bracketed to match with previously approved contracts. If the Specification Page is attached, the correct reference will be used. The use of “Fixed”, “Separate” or “Variable” would apply.

Page 1 of Document:

[WITHDRAWALS FROM THE PARTICIPANT ①[ANNUITY] ACCOUNT VALUE

The minimum amount that can be withdrawn from a [Fixed or Separate Account] is [\$100]. If a withdrawal request would reduce the Participant ①[Annuity] Account Value remaining in a [Fixed or Separate Account] below [\$100], ③[Great-West] will treat the withdrawal request as a ⑤[R][r]equest to withdraw the entire amount.

[If a requested withdrawal would reduce the Participant ①[Annuity] Account Value below [\$100], ③[Great-West] reserves the right to treat the ⑤[R][r]equest as a withdrawal of only the excess over [\$100].]

[A ⑤[R][r]equest for a ②[T][t]ransfer must clearly state the [Fixed, Separate or Variable Account(s)] from which and to which the ②[T][t]ransfer is to be made.]

[Unless specified otherwise by the ④[Plan Sponsor], ③[Great-West] will make withdrawals proportionately from all [Fixed, Separate or Variable Account(s)] in which the Participant ①[Annuity] Account Value is invested.]]

Description: This language is bracketed because it may apply on a client to client basis. If there is a need to impose a withdrawal restriction on the Fixed Account, this particular provision would appear in the specification page. The other terms are bracketed to match with previously approved contracts. If the Specification Page is attached, the correct reference will be used.

Page 1 of Document:

[Amounts Paid to the Plan – Pursuant to the Plan recordkeeping fee disclosure signed by both parties, ③[Great-West] is instructed by ④[Plan Sponsor] to remit amounts to the Plan based in part on assets in the [X] Fund.]

Description: This language is bracketed because Great-West and the Plan Sponsor may agree to revenue share to the plan based on amounts in the Great-West Fixed or Separate Account fund. If this particular revenue sharing applies, this provision will appear in the document.


Page 1 of Document:

[Restoration Amount – [\$X] [[X%]] of the amount transferred to the ⑥[Group Annuity] Contract from the prior investment option.] [The dollar amount necessary to restore amounts incurred by Participant(s), Alternate Payees and Beneficiaries up to [\$X] [[X%]] of the amount transferred to the ⑥[Group Annuity] Contract from the prior investment option].]

Description: This language is bracketed because Great-West and the Plan Sponsor may agree to have Great-West restore amounts to the Plan that were deducted from back-end loads, market value adjustments or other amounts from a previous provider.

Page 2 of Document:

[Signed for Great-West Life & Annuity Insurance Company on [January 1, 2011] [the Effective Date of the ⑥[Group Annuity] Contract].

[
President]

Signed and accepted by the ④[Plan Sponsor] as part of ⑥[Group Annuity] Contract Number [12345-01] and attached to the ⑥[Group Annuity] Contract on [January 1, 2011].

④[Plan Sponsor]'s name:

By: _____

Title: _____]

Description: This specification page may be attached to an existing contract and a new issue contract. If attached to existing contract, the signature block will appear and the Plan Sponsor would need to sign the rider. If attached to new issue contract, the entire signature block would NOT appear or just Great-West signature would appear and signature of the Plan Sponsor is not required.

Memorandum of Variable Material

for form number:

GAC A 10 FFII

Application for Group Annuity Contract

All variable material is designated with brackets.

Heading of Document:

[8515 East Orchard Road

Greenwood Village, CO 80111]

Description: This material is bracketed because the address may change in the future. The nature of this material is to describe Great-West's office location. The scope of the material will vary depending on Great-West's office location.

Heading of Document:

[1-800-537-2033 (extension 71234)]

Description: This material is bracketed because the appropriate phone number may change depending on Great-West's service number at the time of contract issuance. The nature of this material is to provide a service contact. The scope of the material will vary depending on the agreed upon phone number.

SECTION A. PLAN SPONSOR of Document:

Description: The contents under Section A, under Type of Entity, are bracketed to allow for a specific entity to be elected or if an entity is not reflected in the options to input another in the "Other" box

SECTION B. CONTRACTHOLDER of Document:

Description: The contents under Section B under Type of Entity, are bracketed to allow for a specific entity to be elected or if an entity is not reflected in the options to input another in the "Other" box. The boxes between "Federal Tax ID#, if applicable" and "Fax #" are bracketed because if the trustee is not an entity, but rather an individual(s) or a committee those sections wouldn't apply.

SECTION C. PRODUCT INFORMATION of Document:

Description: The contents under section C are bracketed to allow the application to be issued with fixed and variable contract, or fixed only contract.

SECTION D. PLAN INFORMATION of Document:

Description: The contents under section D are bracketed to allow for the applicable plan type to be the only viewable choice for the client issued with different plans (i.e. 401(a), 457(b) etc.).

SECTION E. DEFAULT INVESTMENT OPTION of Document:

Description: The contents under section E are bracketed to allow the option for application to be issued with the client's chosen default investment option.

SECTION F. FIXED ACCOUNTS of Document:

Description: The contents under section F are bracketed to allow the option for application to be issued with either "Guaranteed Interest Fund" or "None" or "Other".

SECTION G. SERIES ACCOUNTS of Document:

Description: The contents under section G are bracketed to allow the option for application to be issued with either "FutureFunds Series Account", other specific "Series Account", or no "Series Account".

SECTION H. SEPARATE ACCOUNTS of Document:

Description: The contents under section H are bracketed to allow the option for application to be issued with either specific separate accounts or with no separate accounts.

Memorandum of Variable Material

for form number:

GIF 10 FFII

Fixed Account Rider – Guaranteed Interest Fund

Variable material is presented in two ways. One, brackets, ([]), surrounding text is designed to provide negotiation options between the Plan Sponsor and Great-West. The bracketed material allows Great-West to create flexibility when negotiating with various Plans, and to create flexibility in terminology with various contract versions. Certain language may only be appropriate for certain contract(s).

Two, materials noted as ([“John Doe Fashion”]) will not be removed from the document. The purpose of this designated variable material is to show that the inputted information will be entirely dependent on negotiations with the Plan Sponsor. This provides flexibility for both the Plan Sponsor and Great-West. We have filled in the ([“John Doe Fashion”])’s with possible values which will illustrate ranges.

Entire Rider:

- ① [Great-West] – The bracketing will allow for contract specific references, which will either be “**Great-West**” or “**the Company**” depending on the group annuity contract version to which it is attached.
- ② [Plan Sponsor] – The bracketing will allow for contract specific references, which will either be “**Plan Sponsor**” or “**Group Contractholder**” depending on the group annuity contract version to which it is attached. When the GIF rider is used with the GFAC 08 FFI, GFVAC 08 FFI or the GFAC 10 FFI and GFVAC 10 FFI, “**Employer**” shall be used.
- ③ [Group] Contractholder – The bracketing will allow for contract specific references, which will either be “**Group Contractholder**” or “**Contractholder**” depending on the group annuity contract version to which it is attached.
- ④ [T][t]ransfer or [T][t]ransfers – The bracketing will allow for contract specific references as a defined term or non-defined term, which will either be a capital “**Transfer**” or non-capital “**transfer**” depending on the group annuity contract version to which it is attached.
- ⑤ [Applicable] Tax– The bracketing will allow for contract specific references, which will either be “**Applicable Tax**” or “**Premium Tax**” depending on the group annuity contract version to which it is attached.
- ⑥ [Contributions and Deposits] – The bracketing will allow for contract specific references, which will either be “**Contributions and Deposits**”, “**Contributions**” or “**Deposits**” depending on the group annuity contract version to which it is attached.
- ⑦ [United States Federal Reserve Website] – The bracketing will allow for an alternative source to supply the information on new rider issuances, to the extent the United States Federal Reserve Website no longer publishes the information.
- ⑧ Participant [Annuity] Account Values – The bracketing will allow for contract specific references, which will either be “**Participant Annuity Account Values**” or “**Participant Account Values**” depending on the group annuity contract version to which it is attached.
- ⑨ [contract termination date] – The bracketing will allow for contract specific, will either be “**contract termination date**” or “**Contribution Cessation Date**” or “**Date of Cessation of Deposits**” depending on the group annuity contract version to which it is attached.

- ⑩ [thirty (30)] – The bracketing will allow for Great-West to input alternative time periods, between 30 and 365 days, should Great-West change its policy for future rider issuances or a Plan Sponsor negotiates a different time period.
- ① ① [Fixed Account] – The bracketing will allow for contract specific, will either be “**Fixed Account**” or “**Guaranteed Sub-Account**” depending on the group annuity contract version to which it is attached.
- ① ② [Contract Date] – The bracketing will allow for Great-West to input alternative dates. If the rider is issued to the GFAC FFII 10 or GFVAC FFII 10 contract, “**Contract Date**” shall be used. If the rider is issued to previously approved group annuity contracts, “**GIF effective date**” shall be used.
- ① ③ [contract termination] – The bracketing will allow for contract specific references, will either be “**contract termination**” or “**Contribution Cessation**” or “**Cessation of Deposits**” depending on the group annuity contract version to which it is attached.
- ① ④ [Distribution] or [Distributions] – The bracketing will allow for contract specific references, which will either be “**Distributions**”, “**Surrenders**” or “**In-service Withdrawals.**”
- ① ⑤ [distributed] – The bracketing will allow for contract specific references, which will either be “**distributed**” or “**withdrawn**” or “**surrendered.**”
- ① ⑥ [Contract Termination] Option(s) – The bracketing will allow for contract specific references, will either be “**Contract Termination**” or “**Contribution Cessation**” or “**Cessation of Deposits**” depending on the group annuity contract version to which it is attached.

Page 1 of Document:

[To the extent any terms conflict with the terms of the attached Contract, the terms of this rider will control.]

Description: This language is bracketed because the rider may be attached to a previously approved group annuity contract already issued. The bracketed language would not appear if the rider is issued with a GFVAC 10 FFII or GFAC 10 FFII group annuity contracts.

Page 1 of Document:

terminating union in a multi-employer plan; terminating participating employer in a multiple employer plan; termination by a political subdivision of a governmental 457(b) plan or a layoff of at least [20%] of work force in any twelve month period.

Description: The bracketing will allow for Great-West to input alternative percentages, between 5% and 75%, should Great-West change its policy for future rider issuances or a Plan Sponsor negotiates a different percentage.

Page 1 of Document:

The effective annual interest rate will never be less than [0%].

Description: This language is bracketed to allow for Great-West to input alternative minimum credited rates, between 0% and 4%, should Great-West change its policy for future rider issuances or a Plan Sponsor negotiates a different percentage.

Page 2 of the Document:

[or transfer from a governmental plan to purchase service credits]

Description: This language is bracketed and would be included in the rider if it applies to the governmental 457(b) plan at the time of issuance. This language would not appear when the contract is issued to any other plan.

Page 3 of Document:

[A [contract termination date] for the Group Annuity Contract will not be considered to be received in good order without all applicable information [Great-West] requires and [Great-West] shall maintain Participant [Annuity] Account Values until [Great-West] receives all applicable information in good order.]

Description: The entire paragraph will not appear on newly issued contracts, paragraph only will include with previously issued contracts.


Page 4 and 5 of Document:

[including plan to plan transfers or transfers from a governmental plan to purchase service credits,]

Description: The entire phrases will be included to the extent plan-to-plan transfers or transfers from a governmental plan to purchase service credits will be restricted. The phrase about transferring from a governmental plan to purchase service credits will never appear in a rider provided to a non-governmental plan.

Page 5 of Document:

[Signed for Great-West Life & Annuity Insurance Company on [January 1, 2011]] the Effective Date of the Group Annuity Contract].


President

[Signed and accepted by the [Plan Sponsor] as part of Group Annuity Contract Number [12345-01] and attached to the Group Annuity Contract on [January 1, 2011].

[Plan Sponsor] name:

By: _____

Title: _____]]

Description: This rider may be attached to an existing contract and a new issue contract. Except if procedures as established in the Department of Labor *Aetna* opinion are used where only Great-West's signature would appear, if attached to existing contract, the signature block will appear and the Plan Sponsor would need to sign the rider. If attached to new issue contract, the entire signature block would NOT appear or just Great-West signature would appear and signature of the Plan Sponsor is not required.